The Solicitors' Journal

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Current Topics.

The Easter Term.

THE EASTER Law Sittings, which began on Tuesday (5th April) show an even more than usually depressing state of affairs. The number of actions awaiting trial in the King's Bench Division number only 951 as against 1,045 for last year. Of these the common jury actions have decreased from 472 to 454 and the non-juries from 285 to 204. The Divisional Court list shows a drop from 213 to 175. In the Chancery Division the number of cases awaiting trial is 161, a fall from 324 last year. The Probate and Divorce Division is the only division to show an improvement, the figure for this year being 1,042, being 319 more than last year. The bulk of this increase consists of undefended divorce cases, and is to some extent due to the unfortunate illness last term of two of the judges of that division. There are fifty-four appeals to be heard by the Court of Appeal, the figure last year being seventy-two. Not a very happy state of affairs! But we venture to think that were times more prosperous, even with present expense of litigation, lawyers would share with others the fruits of abundance. The balancing of the Budget, on which there was so much justifiable rejoicing last week, is but a tiny step towards a return to better conditions. We trust that the "doctor's mandate" given by the country at the last election will bring forth further satisfactory results.

Business Names.

IN TWO letters to *The Times* of 24th and 30th March, Sir ERNEST PETTER suggested that the Registration of Business Names Act, 1916, and the Companies Act, 1929, should be amended so that it should no longer be obligatory to print the names of partners and/or directors on all note-paper and trade literature, as provisions to this effect often operate in restraint of trade and consequently of employment. The two principal ways in which they so operate were alleged by Sir ERNEST to be, firstly, by way of deterrent against persons desiring to provide financial assistance for growing businesses, and, secondly, by preventing merchants or manufacturers from having their own retail shops in certain districts while carrying on business with retailers in others. As Mr. HERBERT JORDAN so ably replied in a letter to *The Times* of 2nd April, 1932, both of these objects may be effectively met by incorporation under the Companies Act, 1929, and the granting of shares to nominees. Solicitors are well acquainted with the usefulness of registration under the Business Names Act, 1916, for the purpose of dealing with fraudulent debtors. As Mr. JORDAN pointed out, there were twenty-one prosecutions instituted by the Board of Trade under the Act in 1930, and convictions were obtained in seventeen cases. Anyone who has visited the Registry can testify to the active work it does and the large number of inquiries it answers daily. What Sir ERNEST PETTER objected to, however, was the necessity to print the names of partners and/or directors on all "trade catalogues, trade circulars, show cards and business letters on or in which the business name appears," in accordance with s. 8 (1) of the Registration of Business Names Act, 1916, and the analogous provision in s. 145 (1) of the Companies Act, 1929. To lawyers of experience the utility of these provisions is beyond question, as they enable traders to know at an early stage who are the persons with whom they are dealing, without recourse to the Registry. It is an offence under s. 155 of the Bankruptcy Act, 1914, for an undischarged bankrupt to engage in any trade or business under a name other than that under which he was adjudicated bankrupt without disclosing to all persons with whom he enters into business transactions the name under which he was adjudicated bankrupt. One of the beneficial results of the Registration of Business Names Act, 1916, has been not only to reinforce the working of that section, but also to prevent any person who has had financial difficulties, from whatever cause, from obtaining credit by concealing his identity. Sir ERNEST PETTER complains that the legal profession has not been able "to frame regulations to deal with fraudulent debtors without making it difficult, and in some cases impossible, for honest men to engage in legitimate business." We are willing to accept Sir ERNEST'S assurance that there are actual cases of persons who have been deterred from investment in partnerships through the provisions of the Act, but we doubt whether they are numerous. In the majority of cases "honesty needs no disguise."

A Patient's Refusal to an Operation.

AT AN inquest on a postman in Paddington recently, it appeared that the man had been thrice gassed in the War, with the consequence that, from time to time, he had to have hypodermic injections in the chest. On the latest occasion the needle broke, and the doctor, knowing of the danger, desired to remove it at once, but the patient objected. The next morning he again refused to allow of the operation, although the doctor pressed him to give his consent, and he died soon afterwards. At a post-mortem, the needle was found to have moved, and had slightly penetrated the lung. The man was in a bad state, and could not have lived long; but the coroner recorded his verdict that death was accelerated by the puncture of the lung, and added a rider that it should have been removed by the doctor. He observed: "I cannot help thinking that the doctor had listened too much to the patient and not to his own sense of duty. There are times when the patient's feelings should not dominate, and when it is the doctor's duty to insist." This reasoning may perhaps be sound, but the very difficult position of a doctor who does insist on operating in the face of the patient's positive veto

is worth consideration. We discussed the matter generally in a note five years ago, 71 Sol. J. 110, quoting various cases, amongst others one before Lord Brampton as Hawkins, J. In that case the doctor was held justified in removing both ovaries when the patient had only given her consent to the removal of one, but on incision he found each so diseased that he deemed it necessary to remove both to save her life. When he made his decision, therefore, the patient was unconscious, and incapable of consenting, which was not the case here, for the consent was requested and refused. The legal dangers even of examining the body of a patient against his or her will are set forth at considerable length in Taylor's "Medical Jurisprudence," 8th ed., pp. 59-69, and an operation is, of course, more serious than a mere inspection. An operation performed in the face of the express veto of the patient, which was unsuccessful in its immediate object, but which the patient survived, would, it may be surmised, render the doctor who performed it liable to heavy damages in an action for trespass to the person. If a patient *sui juris* refuses to submit voluntarily to an operation, there is no legal authority to override him, nor is anyone liable if he dies as the result of such refusal. In the case of children, on the other hand, a parent may commit an offence by refusing to consent to a necessary operation on a child, see *Oakey* v. *Jackson* [1914] 1 K.B. 216, quoted in our previous note.

Euphemism by Act of Parliament.

It is, perhaps, one of the functions of provincial journals to provide suitable material for *Punch's* playful humour; and this may explain why, when referring to a sanitary inspector's report on the number of vessels, British and foreign, which had entered a certain port, an Isle of Wight paper recently designated that official concerned as an "Inspector of Nuisances." This expression—which reminds one of the footpad's threat (also contained in *Punch*) to do his victim in with a life-preserver—fell into desuetude in most parts of the country long ago, and was formally abolished by a special sub-section, s. 3 (1) of the Public Health (Officers) Act, 1921. Nor is that the only case in which the Legislature has appreciated the desirability of changing words and expressions which thoughtful or kindly people have ceased to use. Before the passing of the Mental Treatment Act, 1930, there were occasions on which we had, in order to be technically correct, to refer to a "pauper lunatic in a lunatic asylum"; we are now permitted to convey the same meaning by using the words "rate-aided patient in a mental hospital": s. 20 (4)-(6).

Singing "Shop Assistants."

The art of salesmanship may apparently consist of the skilful use, not only of "selling talk," but also of an attractive singing voice. A Divisional Court decided on 15th March that a person employed by a music publishing company to sing songs in their Blackpool shop and by his pleasant singing to lure passers-by to come into the shop and buy music, was a shop assistant within the meaning of s. 19 of the Shops Act, 1912: *Wylie* v. *Lawrence Wright Music Company* (*The Times*, 16th March). The definition of "shop assistant" in that section is "any person wholly or mainly employed in a shop in connexion with the serving of customers or the receipt of orders or the dispatch of goods." The appellant had been employed by the respondent company as a music demonstrator and salesman in their Blackpool shop during the summer months, and during the winter months as a commercial traveller. He had no holidays, and the appeal was from a decision of His Honour Judge Bradley at the Blackpool County Court that he was not entitled to recover the sum of £80 from the respondents as wages in lieu of statutory holidays due under the Shops Acts, 1912 to 1928, for the years 1925-29. Under s. 1 of the 1912 Act on at least one day in each week no shop assistant shall be employed about the business of a shop after half-past one o'clock in the afternoon. Under s. 11 (1), in places frequented as holiday resorts, the local authority may, during certain seasons of the year, by order, suspend the operation of s. 1 for periods not exceeding four months of the year. Section 11 (2) provides that where an occupier of a shop in such holiday resorts satisfies the local authority that it is his practice to allow all his shop assistants a holiday on full pay of not less than two weeks in every year and keeps affixed in his shop a notice to that effect, the requirements of the Act as to weekly half-holidays shall not apply to that shop. The Divisional Court, consisting of Mr. Justice Swift and Mr. Justice Macnaghten, held that the county court judge was right, on the ground that although the appellant was a shop assistant, the respondent company had not fulfilled the three conditions set out in s. 11, and that the appellant and the respondent company had been engaged in an unlawful employment for which penalties were provided in the Act, and neither of them could make any claim against the other in respect of it. Singing under the circumstances set out above is therefore a crime, but perhaps the respondent company had in mind Shakespeare's exclamation, "How sour sweet music is, when time is broke."

No Retainer against the Crown.

In *A.-G.* v. *Jackson* (76 Sol. J. 146), the House of Lords (Lords Atkin, Tomlin, Buckmaster, Warrington of Clyffe and Macmillan) unanimously decided that the executrix of a deceased insolvent cannot retain a debt owing to her as against one due for taxes, and therefore to the Crown. The point mainly turned on the respective weight to be placed on the first and second sub-sections of s. 34 of the Administration of Estates Act, 1925. The difficulty may be gauged from the conflict of judicial opinion, the judgment over-ruling those of Clauson, J., and the majority of the Court of Appeal (Hanworth, M.R., and Lawrence, L.J.) but agreeing with the dissentient one of Romer, L.J., see the reports, 1931, 1 Ch. 389, and 75 Sol. J. 118. The right of the Crown as creditor before 1926 to be paid before the executor could retain was admitted, but it was contended for the executrix that s. 34 (2) of the Act enlarged her powers in that respect, having regard to s. 57, by which claims of the Crown are made subject to the Act. Section 34 (1), read with Part I of the First Schedule to which it refers, applies bankruptcy rules to the distribution of all insolvent estates, after payment of funeral, testamentary and administrative expenses. The Bankruptcy Act, 1914, s. 33 (1) (*a*), gives priority to the payment of certain debts in full before dividends can be paid to ordinary creditors, one of these priorities being taxes not exceeding one year's assessment. Section 34 (2) gives the right of retainer over all assets, and it was claimed that, so far as this provision was in conflict with s. 34 (1), it prevailed. Lord Atkin, with whom the rest of the House agreed, held that s. 34 (1), together with Part I of the Schedule to the Administration of Estates Act, 1925, and s. 33 (1) (*a*) of the Bankruptcy Act, 1914, had created a new priority, to which the executor's retainer had become subject, just as it was always subject to any previous priority. It appears to follow that a Crown debt, as such, loses priority, save those mentioned in s. 33 (1) (*a*) *supra*. In "Williams on Executors," 11th ed., p. 654, this result is deduced, and *Re Ambler* [1905] 1 Ch. 697 distinguished. Lord Atkin observed that *Re Ambler* and the series of decisions in which it culminated should not be followed. These would include *Re May* (1890), 45 C.D. 499. Presumably the disapproval of *Re Ambler* only related to the administration of the estates of persons dying after 1925, when the newer legislation was applicable. No doubt the ruling also applies, not only to liability for taxes, but to all the priority debts set forth in s. 33 (1) (*a*) of the Bankruptcy Act, which must be paid in full before an executor can retain.

Criminal Law and Practice.

MAINTENANCE ORDERS (FACILITIES FOR ENFORCEMENT) ACT, 1920: HUSBAND RETURNING TO ENGLAND.—What is the position when a man, against whom a provisional order has been made in England and confirmed abroad, returns to this country? Can arrears under the order be enforced?

These questions do not often arise, but when they do they present some difficulty, and they are worth consideration.

Section 6 of the Statute gives power to a court of summary jurisdiction (in this country, of course) which has registered an order made abroad or has confirmed a provisional order made abroad, to enforce such orders. Nowhere does the Act specifically empower an English Court to enforce an order made provisionally in England and confirmed abroad. Moreover, these orders are not orders made under the Summary Jurisdiction (Separation and Maintenance) Acts, 1895-1925. It, therefore, seems clear to us that such orders are not enforceable in this country if the person against whom the order is made returns to England.

It would be unfortunate if this meant that persons entitled to benefit under such orders were left without remedy. This, however, does not appear to be the case. Most of these orders under the Maintenance Orders (Facilities for Enforcement) Act, 1920, are made on husbands upon complaints of wives. If the husband returns to England and refuses to live with his wife, she has a ground of complaint for desertion. If he refuses to maintain her she can ask for an order on the ground of wilful neglect to maintain. If his defence be that she refused to live with him and that he would maintain her if she returned to him, then the fact of the previous order having been made, whether on the ground of persistent cruelty or any other ground, would be some evidence to be considered in support of her contention that she had good reason for living apart from him. There is no limit of time in the case of desertion or neglect to maintain, which are continuing matrimonial offences, and therefore, the woman is not in any danger of losing her remedy through no fault of her own by reason of the lapse of time. This strengthens us in our view that the correct course in cases such as we have indicated is for the wife to make a fresh complaint in this country and obtain a new order under the Summary Jurisdiction (Separation and Maintenance) Acts.

THE BIRCH AND THE CAT.—A recent report which appeared in the daily press of a case at the Central Criminal Court in which the Recorder sentenced a man aged twenty-six to fifteen months' hard labour and fifteen strokes with the birch, and another man aged eighteen to nine months' imprisonment and also fifteen strokes with the birch, serves to recall the distinction which the law in practice makes between birching and flogging. It is not usual to order the birch for a man twenty-six years of age, but there is no reason why the birch instead of the cat-o'-nine-tails should not be given. Indeed, it is said that the younger type of criminal for whom a dose of the "cat" might be prescribed would rather have that than the birch, as the latter is supposed to be more lowering to his dignity, stamping him in the eyes of his companions as not being manly enough to be flogged. The power to administer corporal punishment to adult males is authorised by various Statutes, and in particular in respect of robbery with violence (Garrotters' Act, 1863), and the Larceny Act, 1916 (s. 37). In the case of an offender whose age does not exceed sixteen years, the number of strokes must not exceed twenty-five and they must be administered with a birch rod. In the case of any other male offender the number of strokes must not exceed fifty. In each case the court in its sentence must specify the number of strokes to be inflicted and the instrument to be used; and in the case of a man sent to penal servitude the punishment must be inflicted before he goes to the convict prison. The administration of corporal punishment to females was abolished in 1820 by the Statute 1 G. IV. c. 57.

Decisions and Notes on L.P.A., 1925

1st Schedule, Part IV, and Consequential Statutory Trusts.

By A. H. WITHERS, Barrister-at-Law.

This article is an attempt to summarise, in a convenient form, the points that have been decided, and the difficulties known to exist, on the transitional provisions, relative to undivided shares in land, contained in L.P.A., 1925, 1st Sched., Pt. IV.

PART I.

1.—WHEN DOES PARA. 1 APPLY?

Para. 1 applies where, immediately before the commencement of the Act, land was held at law or in equity in undivided shares vested in possession.

"Immediately before the commencement of this Act."

The provisions of Pt. IV take effect before the provisions of Pt. II of the 1st Schedule take effect, and thus vest the land in trustees for sale from whom para. 3 of Pt. II cannot take the legal estate(1); e.g., it is suggested that if A and B, as tenants in common, held the legal estate in trust for C, the legal estate did not on the 1st January, 1926, vest in C under Pt. II, but vested under Pt. IV in a trustee on the statutory trusts.

"Land is held at law or in equity."

The usual case is where it is only in equity, or both at law and in equity, that the land is held in shares. If, as is submitted is the case, para. 1 also applies where it is only the *legal estate* that is held in undivided shares, the result may sometimes be curious. Assume that a mortgage of the entirety was made to secure one sum, and that the legal estate was given to or became held by the mortgagees in undivided shares. Then, whether the mortgage was made by conveyance, assignment, demise, or sub-demise, the mortgagees seem to take a mortgage term as joint tenants, and no trouble is caused by the legal estate being held by tenants in common(2). Now assume that undivided shares were separately mortgaged. Here para. 1 (7) may apply. If para. 1 (7) does not apply, the case comes under para. 1 (3) or para. 1 (4), and it may be that the separate rights of redemption make the land held in undivided shares in equity as well as at law. All other cases of divided legal estates come under para. 1 (3) or para. 1 (4) of Pt. IV. Thus, where A and B as tenants in common held the legal estate in trust for C, as equitable owner in fee simple of the entirety, or C owned all interests save that the legal estate in an undivided share was outstanding in X, the land vests in the Public Trustee under para. 1 (4).

"in undivided shares."

Land is held in undivided shares where the income thereof for a limited period (e.g., the life of A) is held in undivided shares.(3)

Probably land is so held where the entirety is owned by one person subject to equitable charges originally created on separate undivided shares.

Land is not so held where one moiety is settled by a document, to the uses of which the other moiety is subsequently devised, so that the same person is tenant for life of both shares(4), or where land is owned by one

(1) See *In re Forster* [1929], 1 Ch. 146, at pp. 149–150.

(2) See para. 1 (8) of Pt. IV, and para. 3 of Pt. VII, and para. 3 of Pt. VIII.

(3) *In re Higgs' & May's Contract* [1927] 2 Ch. 249; *In re Robins* [1928] Ch. 721; *In re House* [1929] 2 Ch. 166; but see para. 4 (added by Act of 1926).

(4) *In re Egton Settled Estate* [1931] 2 Ch. 180. The case may be different where the limitations, after A's life estate, are not the same under both settlements.

person subject to a widow's right to dower, not assigned by metes and bounds(5).

Probably land is not held in undivided shares where the income for the life of A is so divided that A gets two-thirds thereof, or £X per annum (whichever is greater) and the rest of the income goes to B or is accumulated(6), or where the land is partnership property vested in one person or several joint tenants.(7)

Land held by coparceners is not held by them as tenants in common, but probably is held by them in undivided shares for the purposes of Pt. IV (8).

"vested in possession."

If the rents and profits are taken under the trusts of a term of years affecting the entirety, the undivided shares in the freehold expectant on the determination of the term are not "vested in possession."(9)

It is not clear that the same principle applies where the land has been demised for any term of years at no rent, and the reversion is held by tenants in common.

The words "in possession" were doubtless used as meaning "not in remainder." But they raise the question whether para. 1 applies at all, where one of the shares is not vested in possession in any one(10), and, if so, whether the title to all shares has in every case to be abstracted and investigated.

2.—THE VESTING OF LAND UNDER PARA. 1.

Para. 1 (1), Land held by trustees or personal representatives.

The fact that there is only one trustee or personal representative does not prevent the application of this provision.(11)

Where the legal estate is in trustees or personal representatives, it remains in them on the statutory trusts, although all or some of the shares may be settled(12) unless the case comes within para. 4 added by the Act of 1926. In para. 1 (1) the word "entitled" does not mean "absolutely entitled."(13)

If, at the end of 1925, the legal estate was held in trust for A, who held as bare trustee for tenants in common, the land remains in the holders of the legal estate upon the statutory trusts.(14) The intermediate trustee A has no estate in the land.(15)

If A holds one share on trust for sale, and B holds the other share on trust for sale, the entirety is not held by A and B under para. 1 (1) but vests under para. 1 (4) in the Public Trustee.(16)

If A and B, as trustees of one trust, hold one share, and as trustees of another trust hold the other share, it seems a moot point whether para. 1 (1) applies.(17)

If A holds the entirety on trust for A, B and C, as tenants in common, in equal shares, para. 1 (1) applies.(18) But if A holds one-third as absolute owner, and holds two-thirds as trustee for B and C, para. 1 (4) applies. It may be a difficult question of fact whether the trusteeship extends to the entirety or is limited to the two-thirds.(19)

Under para. 1 (1), the statutory trusts override an annuity and a power of charging having priority to the division into shares.(20)

"Personal representatives" include executors who have not proved or renounced, see L.P.A., 1925, s. 205 (i) (xviii). As here no provision is made for non-proving executors, the difficulty shown by *In re Pawley and London and Provincial Bank* [1900] 1 Ch. 58, re-appears. Presumably A.E.A., 1925, s. 2 (2) and s. 8 do not apply.

It seems that personal representatives (in whom the entirety vests) have to assent in their own favour, to prevent the statutory trusts devolving, on the death of the last survivor of them, on the personal representative of the original testator or intestate.(21) Presumably this is so only where, at the end of 1925, the land consisted of an unadministered estate or asset, and does not apply where the personal representatives held really as trustees, e.g., as personal representatives of the survivor of several trustee-mortgagees who had been paid off before 1926 and had not re-conveyed.

Para. 1 (2), Beneficial owners.

This provision does not apply where the legal estate is vested in one or more trustees or personal representatives—see note above on para. 1 (1).

This provision applies where the legal estate was at the end of 1925 in mortgagees, and the proviso for redemption is in favour of B who held, as bare trustee (e.g., under a secret trust) for persons absolutely and beneficially entitled in undivided shares.(22)

"Not being settled land" means "not being settled land under the law in force before 1926."(23)

The statutory trustees here take subject to any incumbrance—e.g., a jointure—which affects the entirety, and they can sell subject to such incumbrance.(23)

Where A is absolute owner of one moiety, and holds the other moiety in trust for B, it is submitted that the case does not come under para. 1 (2) but under para. 1 (4).

(*To be continued.*)

(5) *Williams* v. *Thomas* [1909] 1 Ch. 713, and see 70 SOL. J. 723.

(6) The point arose, but apparently was not considered, in *Re Frewen* [1926] Ch. 580. See *In re Robins* [1928] Ch. 721, at p. 731.

(7) See "Dart's V. & P.," 8th ed., p. 818; 61 L.J. 68, 67 L.J. 337; 71 SOL. J. 754, 72 SOL. J. 201, 218 and 838, 75 SOL. J. 773; "Law Quarterly," vol. 46, pp. 77–8.

(8) See "Halsbury's Laws of England," vol. 24, p. 210, and "Fellows' Everyday Points in Practice," pp. 8 and 9.

(9) *In re Earl of Stamford & Warrington* [1927] 2 Ch. 217; *Re Stevens and Dunsby's Contract* (1928) W.N. 187.

(10) E.g., see the facts in *Re Bird* [1927] 1 Ch. 210, and the remarks of Clauson, J., at pp. 217–8. The case of *Re Bird* could not have been decided as it was had two persons obtained vested interests before 1926. It has been suggested that, in cases where the land is not settled, para. 2 may apply, see 73 SOL. J. 421.

(11) In *re Myhill* [1928] Ch. 100; *In re Dawson's Settled Estates* [1928] Ch. 421, at pp. 427–9.

(12) *In re Dawson's Settled Estates* [1928] Ch. 421, and see *In re Myhill* [1928] Ch. 100, and *In re Barrat* [1929] 1 Ch. 336. These decisions are inconsistent with earlier cases where the point was not argued: e.g., *Re Colyer's Farningham Estate* [1927] 1 Ch. 677; *Re Higgs' & May's Contract* [1927] 2 Ch. 249.

(13) *In re Myhill* [1928] Ch. 100, at p. 104.

(14) *In re Forster* [1929] 1 Ch. 146.

(15) "Lewin on Trusts," 13th ed., p. 670; "Williams V. & P.," 3rd ed., pp. 578–9; 74 SOL. J. 212 and 228.

(16) Cf., *Re Stamford & Warrington* [1927] 2 Ch. 217, at pp. 223–4. If the contrary were the case, land divided into numerous shares (say twenty) all held by different trustees, would vest in forty or fifty trustees upon trust for sale.

(17) It seems to have been assumed or decided in *Re Hayward* [1928] Ch. 367 (see facts stated on p. 368), that the case comes under para. 1 (4), and not para. 1 (1). The point is discussed in 65 L.J. at pp. 136 and 180, 190 and 238, 72 SOL. J. at p. 346, and "The Conveyancer," vol. 13, p. 85, and vol. 15, p. 84. *Re Egton* [1931] 2 Ch. 180, may support the view that para. 1 (1) applies.

(18) See "Williams V. & P.," 3rd. ed., p. 445; and *Re Collins* [1929] 1 Ch. 201, where the possibility of para. 1 (4) applying was not considered.

(19) *Conolly* v. *Conolly* (1867), 15 W.R. 944. The point is discussed in 72 SOL. J. at p. 639.

(20) *In re Pedley* [1927] 2 Ch. 168.

(21) 171 L.T.J. 411.

(22) See notes (14) and (15) *supra*.

(23) *In re Ryder and Steadman's Contract* [1927] 2 Ch. 62; *In re Parker's Settled Estates* [1928] Ch. 247, at pp. 259–60.

Mr. Stephen Gingell Cullimore Cossham, solicitor, of Walton-by-Clevedon, Somerset, left estate of the gross value of £44,740, with net personalty £36,383. He left: His half interest in £371 8s. 7d. 3½ per cent. India Stock upon trust for Caroline Chandler, "widow of our late valued servant," while she remains his widow; £100 to the London City Mission; £100 to William Fetler, of the Russian Missionary Society; £500 to the Scripture Gift Mission; £100 to Clevedon Cottage Hospital; £50 to Cliveden, Walton and Twickenham Dispensary; £500 to Bristol General Hospital; £500 to the Royal Northern Hospital, London; £200 to the Bristol Children's Hospital; £200 to Ashley Down, Bristol, Orphanage; £200 to the Open Air Mission, 19, John-street, Bedford-row, W.C.

Prosecutions and the Compounding of Penalties

Under section 9 (1) (*a*) of the Stamp Act, 1891, and section 35 of the Inland Revenue Regulation Act, 1890.

Two questions appear to have arisen in connexion with the practice, adopted for some considerable time by H.M. Postmaster-General, of giving a person whom the evidence shows has contravened the provisions of s. 9 (1) (*a*) of the Stamp Act, 1891, the opportunity of paying a compromise penalty instead of standing his trial for the offence. The section under which the procedure is founded is s. 35 of the Inland Revenue Regulation Act, 1890, which is as follows :—

(1) "The Commissioners may in their discretion mitigate any fine or penalty incurred under . . . any Act relating to inland revenue, or stay or compound any proceedings for recovery thereof, or for the condemnation of any seizure, and may restore anything seized, and may also after judgment further mitigate or entirely remit any such fine or penalty and order any person imprisoned to be discharged . . ."

(2) "The Treasury may mitigate or remit any such fine or penalty either before or after judgment, and may direct anything seized to be restored to the proprietor or claimer thereof."

And the questions which arise out of this section are :—

(*a*) Can the section operate until a penalty has been incurred ?

(*b*) Is it purely a matter for a court to decide whether or not a penalty has been incurred ?

At the outset it may be well to trace the devolution of the power to deal with matters relating to postage stamps from the Commissioners of Inland Revenue to the Postmaster-General. The offence is contained in s. 9 (1) (*a*) of the Stamp Act, 1890, as follows :—

"If any person—

"(*a*) Fraudulently removes or causes to be removed from any instrument any adhesive stamp, or affixes to any other instrument or uses for any postal purposes any adhesive stamp which has been so removed, with intent that the stamp may be used again :

" he shall in addition to any other fine or penalty to which he may be liable incur a fine of fifty pounds."

while sub-s. (2) of the section provides that—

"the expression 'instrument' in this section includes any post letter defined by the Post Office Protection Act, 1884, and the cover of any post letter."

Inland Revenue Regulation Act, 1890, s. 21 (1) and (2), provide that no proceedings should be commenced except by order of the Commissioners and in the name of an officer or in England in the name of the Attorney-General ; and this shall not extend to any summary proceedings for conviction on immediate arrest of any person under or by virtue of any Act relating to Inland Revenue or to any proceeding on information or complaint of an officer of the peace for recovery of a fine or penalty. Section 24 (2) and (3) provide rules as to the evidence of the authority to proceed, namely, that production of a copy of the regulation, minute or notice purporting to be signed by a secretary or assistant secretary of the Commissioners and by their order shall be deemed to have been so signed unless the contrary be proved and that the letter or instruction when produced shall be sufficient evidence of the order.

(From this it is clear that no proceedings can be taken unless the order of the Postmaster-General is first obtained and the order must be produced in court if required.)

Power to make Order in Council transferring powers in relation to stamps from the Commissioners of Inland Revenue to the Postmaster-General was conferred by the Finance Act, 1911, and by the Inland Revenue and Post Office (Powers and Duties) Order, 1914, it is provided that all or any of the powers and duties with regard to stamps of the Commissioners of Inland Revenue shall be exercised and performed by the Postmaster-General concurrently with the Commissioners.

Proceedings were originally to be heard and adjudged by the Commissioners, but by s. 21 (3) of the Inland Revenue Regulation Act, 1890, this power of hearing and determining informations for the recovery of any fine or penalty was terminated, and all such powers were to be exercised by a court of summary jurisdiction. And later, by s. 7 (5) of the Revenue Act, 1898, "any fine incurred under s. 9 of the Stamp Act, 1891, may be recovered summarily subject to the like right of appeal as in the case of any fine under any Act relating to the excise."

While considering this section it is to be noted that sub-s. (4) provides that "instrument" in s. 9 of the Stamp Act, 1891, includes any postal packet within the meaning of the Post Office Protection Act, 1884.

Reverting now to the questions referred to above, it is convenient to deal with them both at once.

Originally the Commissioners heard and determined all cases of excise and relating to inland revenue. Hence the Inland Customs and Revenue Act of 1869 provided for the payment of excise duties in respect of licences for mail services, carriages, horses, etc. Section 27 of that Act provided that "any person who shall keep any carriage, etc., without having a proper licence . . . shall forfeit the penalty of £20 over and above any other liability to which such person may be liable ; provided that such penalty shall not be recoverable where the defendant in any proceeding for the recovery of the same shall prove . . . that he had delivered a declaration, etc."

It has been argued that this proviso, together with another one of a similar nature in the same section, clearly shows that the penalty was intended to be recovered by proceedings taken in a suitable court. In 1890 the powers of the Commissioners by s. 21 (3) of the Inland Revenue Regulation Act were terminated and any information, etc., which might have been determined by the Commissioners were to be heard and determined before a court of summary jurisdiction, and by the same Act, s. 35 (1), the Commissioners were given powers of mitigation and the like, previously quoted above. It is further argued that the termination of the Commissioners' powers of determining a case in favour of a court of summary jurisdiction, taken with the section of the Act of 1869, support the fact that it is for the court to say whether or not a penalty has been incurred and that s. 35 of the Act of 1890 cannot operate until a penalty has been incurred.

It should be remembered that the Act of 1869 contemplated proceedings entirely governed by the Commissioners, and it was not until twenty-one years later that the actual trying and determining of cases was taken away from the Commissioners and given to a court of summary jurisdiction, but at the same time and under the same Act the Commissioners were given powers most obviously to control cases of excise and inland revenue, although proceedings for recovery, if and when taken, should be taken before a court. If the wording of s. 35 be carefully perused it will be seen that there is a clear alternative.

"The Commissioners may in their discretion mitigate any fine or penalty incurred under any Act relating to inland revenue OR stay OR compound any proceedings . . . OR entirely remit any such fine or penalty."

An argument which lays down that the Commissioners have no powers unless and until proceedings have been instituted before a court renders the first alternative redundant. The alternatives should, it is thought, be read in logical sequence. Before proceedings are taken they may mitigate any fine or penalty incurred. In passing, it may be mentioned that in

the section of the Act under consideration, viz., s. 9 (1) of the Stamp Act, 1891, it is definitely stated that—

> "If any person fraudulently removes, etc., . . . he shall, in addition to any other fine or penalty to which he may be liable, incur a fine of fifty pounds";

and it is the commission of the offence which incurs the fine. While it is admitted that proceedings for the recovery of a fine necessarily involves a finding as to whether the offence has been committed, yet where it is clear that an offence has been committed the penalty has assuredly been incurred and the mitigating alternative of s. 35 of the Act of 1890 comes into force immediately. Following the logical wording of s. 35, given after the first alternative, comes—

> "the power to stay or compound any proceedings and lastly after proceedings have been taken and after judgment has been given with regard to any other fine or penalty the Commissioners may entirely remit any such fine or penalty or order any person imprisoned to be discharged."

Briefly, therefore, it is thought that a fine is incurred when an offence is committed, although proceedings may not yet be commenced, and that if a penalty be mitigated by the Postmaster-General and paid, proceedings need not be begun, but if proceedings have been begun the Postmaster-General may stay or compound them, and that when proceedings have been taken he may mitigate any penalty given by the court.

It may be well to refer to a possible ambiguity which may seem to exist in the wording of section 9 (1) (*a*) of the Stamp Act, 1891. The clause is as follows:—

> "(1) If any person—
>
> "(*a*) Fraudulently removes or causes to be removed from any instrument any adhesive stamp, or affixes to any other instrument or uses for any postal purpose any adhesive stamp which has been so removed, with intent that the stamp may be used again;"

It may be thought the words "so removed" relate to the first sentence, "fraudulently removes or causes to be removed," and in consequence it is necessary to prove that when a used stamp is placed on an envelope and sent through the post for the second time, it is necessary to prove that the stamp has been *fraudulently* removed from another instrument and re-affixed for postal purposes. If, however, the section be carefully considered, it will be seen that there are three offences, viz., fraudulently removing or causing to be removed an adhesive stamp from any instrument; secondly, affixing to any other instrument an adhesive stamp which has been removed; and thirdly, "using for any postal purpose any adhesive stamp which has been removed." If it be argued that it is necessary to prove fraudulent removal for the latter two offences, then it would appear to negative what is clearly an offence by itself, viz., the pure fraudulent removal of a stamp from any instrument. It therefore follows that the affixing and the use must be of any adhesive stamp which has been removed from any instrument, and that the word "so" refers to the words "any instrument" and not necessarily "fraudulently."

Company Law and Practice.

CXXIV.

"B" CONTRIBUTORIES.—I.

Sixty or seventy years ago it was quite a common thing for a company to have shares in its capital which were issued, but not fully paid up; to-day it is much less common. The reason is not far to seek: a member of a company who holds shares which are not fully paid up has hanging over his head a contingent liability; and though it is true that that liability is limited to the amount unpaid on the shares, and cannot exceed that amount, most investors wish to take advantage to the full extent of the provisions as to the limitation of liability contained in the Companies Acts, so that they can be secure in the knowledge that, once the consideration payable for the shares has been paid, they cannot be called upon to make any further payments in respect of those shares. This, of course, is the great advantage, from the point of view of the investor, which the limited company has over the ordinary form of partnership; and it is not to be wondered at that shares with a contingent liability thereon, unless they be shares in some company of the almost gilt-edged variety, such as one of the big joint stock banks, are not looked upon with much favour at the present time. Was the investor of the last century more careless as to the future than his counterpart of to-day, and did he hold more steadfastly to that simple faith which his Poet Laureate extolled? This is not an easy question to answer; there is certainly not much simple faith nowadays in the prospects of any trading company—but, whatever the reason, there is a distinct disinclination to deal in shares other than those which are fully paid up.

This explains why the cases with regard to the liability of contributories for calls in a winding up are mostly to be found in the Law Reports of the last century; but there is a recent decision of Eve, J., which, though it deals with a set of circumstances which may not arise again for some time, takes the previous decisions a step further, and is one with which the company lawyer ought to make himself familiar. It arises in connexion with what are popularly known as "B" contributories, that is, the persons who have held, within one year before the commencement of the winding up, shares not fully paid up. The liability of these persons to contribute to the assets of the company arises by virtue of what is now s. 157 of the Companies Act, 1929, a section which has been explained by one or two important decisions of the courts in the last century, and the general application of which is now well understood. The liability is, by the section, expressed to arise in the event of a winding up and to be a liability to contribute to the assets of the company to an amount sufficient for payment of its debts and liabilities, and the costs, charges and expenses of the winding up, and for the adjustment of the rights of the contributories among themselves; it is, of course, limited to the amount unpaid on the shares.

Only those persons who have been members within a year of the commencement of the winding up are liable to be settled on the "B" list of contributories, and no person so settled is liable to contribute in respect of any debt or liability of the company contracted after he ceased to be a member; nor is he liable to contribute unless it appears that the existing members are unable to satisfy the contributions which they have to make. Thus, where the assets of the company are insufficient for payment of the debts and liabilities, and the costs of winding up, the liquidator, if there is any uncalled capital, must first make a call on those persons who are actually on the register of members; and, if this call does not produce sufficient to discharge those various items, he must look at the register to see who has held shares on which there was anything unpaid during the last year before the commencement of the winding up. Having done this, he must then take these persons individually, and if any of them held shares on which the full amount unpaid has not been paid, and cannot be recovered, from the "A" contributory (that is, the member actually on the register) who held those particular shares, a call may, if the other requirements be satisfied, then be made on such individuals. If there are no debts contracted before the proposed "B" contributory became a member, no call can be made on him; but it is likely that there will be such, and it is by relation to these that the liability of the "B" contributory arises.

I say "by relation to these" advisedly, because the amounts received from the "B" contributories are not applied in paying these earlier debts exclusively; nor is a call necessarily

to be made on them to the full amount of those earlier debts, even assuming that there is sufficient remaining unpaid on the shares. These earlier debts will almost certainly have been reduced in the first place by payments made out of the other assets of the company, and the contributions made by the "A" contributories, for these are applicable in the payment of all the debts *pari passu*, without regard to the dates when they were incurred, and the "B" liability is thus reduced by the amount of any dividends so paid; the authorities dealing with this are hardly capable of being summarily treated, but to those of my readers who are sufficiently interested I would refer to *Re Oriental Commercial Bank: Morris' Case*, 8 Ch. 800, and *Webb* v. *Whiffin*, L.R. 5 H.L. 711.

In the same way that the proceeds of calls made upon the "A" contributories are applicable, not in discharging any particular liabilities, but as assets of the company available for the benefit of its creditors generally, so the proceeds of calls made upon the "B" contributories are not earmarked for any particular purpose, but are general assets of the company and applicable as such. The method of application does not, of course, affect the *quantum* of the "B" contributories' liability; it is obvious that this method of application, if there are any liabilities incurred since the date when the "B" contributory ceased to be a member, and not fully discharged, will have the result that the earlier debts will not be paid in full, but nevertheless the "B" contributories do not have to go on contributing until the earlier debts are paid—the earlier debts only provide the yard stick by which the "B" liability is measured, they have no title to be paid out of the "B" contributions in priority to any other liabilities of the company. This is forcibly expressed by Lord Hatherley, in his speech in the House of Lords in *Webb* v. *Whiffin*, *supra*, at pp. 722 and 723, where he says ". . . there is no special charge given upon the particular assets contributed by the 'B' shareholders to those who were creditors at the time the 'B' shareholders were members of the company, but who continued to be creditors afterwards, and allowed their debts to remain unpaid until the common disaster came, and who, as it appears to me, can only dip into the common reservoir which is to satisfy the claims of all those creditors unpaid at the time of the winding up." Lord Westbury, in the same case, says that the reason for this is that the earlier creditors have shared, along with the later ones, in the amounts received from the "A" contributories; but, while this is no doubt a strong argument in favour of this principle, it may be respectfully suggested that it is not really the reason for its existence; the section is only dealing with contribution, not with distribution, and there is nothing to displace the ordinary method of applying what are admittedly assets of the company.

(To be continued.)

Building Societies.

We have pleasure in drawing our readers' attention to the announcements of building societies which will be found on the advertisement pages of this issue.

Building societies are now an invaluable institution in this country, and the fact that something approaching £400,000,000 is invested with them shows the confidence which is placed in them by the community. Undoubtedly their work is one of growing enormity and usefulness.

Sir Enoch Hill, chairman of the sub-committee of the National Association of Building Societies, which has been negotiating with the Board of Inland Revenue, has announced that they have reached an agreement whereby the societies shall pay income tax on the whole of their annual profits, but that an allowance of 60 per cent. of the standard rate shall be made in respect of interest distributed upon investments or deposits not exceeding £5,000 each in amount. Although this arrangement will make an increase in the taxation of the societies, they will continue the system of tax-free payments of dividends and interest as before.

A Conveyancer's Diary.

Undivided Shares.

In another column there commences a series of articles from that eminent conveyancer, Mr. A. H. Withers, in which he gives the reader the benefit of notes that he has made in the course of practice upon the meaning and effect of the transitional provisions of the L.P.A., 1925, contained in Pt. IV of the First Schedule to that Act.

I have had the advantage of reading all the articles, and am sure that they will prove of the greatest value to conveyancers. Mr. Withers does not content himself with citing cases, but also refers to articles which have appeared in this and other legal journals, and, of course, to the usual precedent books and text books.

It is amazing what an amount of industry and research has been expended on these notes, which, although containing a wealth of learning, are very concise.

Probably Pt. IV of the First Schedule has provided more problems than any other portion of the Property Statutes of 1925. In fact, it bristles with difficulties, and there are many points still undecided which have been discussed in the legal press. It is a great advantage, therefore, to have at hand the notes of a learned conveyancer referring not only to the reported authorities, but also to the articles of other conveyancers expressing their views on questions of difficulty which have presented themselves in practice. Added to this there is, of course, Mr. Withers' own opinion on many points, which I need hardly say is entitled to be regarded with great respect.

I, for one, am most grateful to Mr. Withers for giving us the benefit of his work, experience and learning on this troublesome part of the L.P.A.

Registered Land—Trusts and Restrictions.

I always approach the subject of registered land with a certain amount of trepidation. Some practical difficulties have been recently referred to in this Journal, and we have had the advantage of Sir Benjamin Cherry's views upon them.

Here is a question which has been put to me which appears to provide food for thought. I will try to put it both ways so far as I can and hope that I shall not miss the whole point, pith and substance of the matter. If I should, I daresay that someone will put me right.

Section 74 of the L.R.A., 1925, reads:—

"Subject to the provisions of this Act as to settled land, neither the registrar nor any person dealing with a registered estate or charge shall be affected with notice of a trust express, implied or constructive and references to trusts shall so far as possible be excluded from the register."

That seems to be plain enough, but under the L.R. Rules (r. 58) a restriction may be placed on the register in the case of settled land or land held on trust for sale.

Now, take two quite ordinary cases arising where land is held on trust for sale:—

(1) New trustees are appointed and the registered proprietors execute an instrument of transfer, transferring the land to the new trustees.

(2) On the death of a tenant for life the settled land becomes vested in the trustees of the settlement upon the statutory trusts (S.L.A., s. 36). The trustees at the request of the persons beneficially entitled execute a transfer in favour of those persons as joint tenants or to some person nominated by them.

In these cases what evidence does the Land Registrar require?

I can find nothing in the text books to help me to answer that question.

Take the first case.

Presumably, the Registrar will want to see:—

(1) The will or settlement under which the trust arises.

(2) Prior appointments and discharges of trustees and evidence of the deaths of any trustees who may have died. And will further require :—

(3) Evidence of the death of any donees of powers of appointment who may have died.

(4) Evidence that the registered land was, in fact, subject to the trust.

In the second case, the title of the beneficiaries will have to be proved, and (as I suggest) in the same strict way as if they were selling their interests. Thus there must be proved :—

(I) The points covered by (1) and (4) above, and also I submit those mentioned in (2) and (3).

(II) The Registrar has placed upon him the duty of construing the trusts—a difficult enough matter in many cases.

(III) There may be, and often will be, births, marriages and deaths which ought to be strictly proved.

(IV) Inquiry will have to be made of the trustees as to any notices which they may have received of any charges by the persons beneficially interested. The trustees are not, of course, bound to answer any such inquiries but they generally do so.

In the case of settled land I assume that the difficulties which I have mentioned will not arise, as presumably the Registrar would accept a declaratory deed made under s. 35 (1) of the S.L.A., and the vesting deeds or deeds of discharge made under s. 7 or s. 17 of that Act. But I do not know that he is bound to do so.

The unfortunate conclusion at which, as I think, one must arrive is that (apart from settled land) the necessity of proving to the satisfaction of the Registrar that a transfer to new trustees or to a beneficiary or beneficiaries is being properly made is peculiar to registered land, and that in that respect the persons interested in registered land stand in a less favourable position than those who are beneficially entitled to unregistered land. In the latter case, on any future sale, many of the inquiries which would ordinarily have to be made could be covered by special conditions of sale, and, in any case, the cost of making the inquiries and proving the facts alleged in the abstract would fall upon the purchaser.

Now, what I do not see is why the registered proprietor of land should not by a simple declaration be able to effect a transfer to, say, new trustees or to persons who have become absolutely and beneficially entitled without the necessity of showing how the title of such trustees or persons arose. The assent in writing of even a sole personal representative is conclusive—why not that of a trustee ?

I have never been able to understand why a sole personal representative (who may be an administrator not nominated by the deceased) has such complete power, including the right to sell and give a receipt for purchase money whilst a sole trustee cannot do so, but that is rather beside the point which I have been discussing.

There is, however, the view of the matter which, so far as I understand, is taken by the Registrar. That is, in effect, that trusts are not recognised but "restrictions" placed on the register are. If such "restrictions" involve the Registrar in making inquiries into the title of persons who as new trustees or beneficiaries present a transfer for registration, such inquiries are directed only to clearing off the "restrictions," and not for any other purpose. That, no doubt, is true—but the fact remains that where a "restriction" has been placed on the register, the trusts have to be inquired into.

Take, for example, Form 10 of the Land Registration Rules :—

"Except under an order of the Registrar no disposition is to be registered unless authorised by the Settled Land Act, 1925."

So the Registrar may have to decide whether, let us say, s. 36 of the S.L.A. applies or whether the case comes within para. 2 of Pt. IV of the 1st Sched. to the L.P.A. A nice question for him !

I have no doubt that the Registrar acts reasonably in all cases, but what I do not understand is why judicial functions should be forced upon an official whose real duties are or should be merely ministerial.

Landlord and Tenant Notebook.

Rent Issues out of the Land.

The expression "rent issues out of the land," to be found in any text-book, has a mediæval ring about it. It reminds us of the two privities, of estate and contract, which underlie the relationship of landlord and tenant. The contractual aspect has, no doubt, overshadowed the other in importance. But privity of estate is older—tenancies existed before the notion of contract was evolved—and its significance occasionally comes to the fore.

The position in England was aptly described by the Chief Justice of Ireland in a recent case, *Munster & Leinster Bank* v. *Hollinshead* [1930] I.R. 187, C.A., in which he dissented from his colleagues in the Irish Court of Appeal. The words he used are as follows : "One of the dogmas of English law, following almost of necessity from the system of feudal tenure, was that when chattels were included in a demise at a single rent, the rent was not apportionable, but the whole rent was deemed to issue out of the land, and followed the reversion of the land" ; and later : "In modern times there are signs in England of an inroad on that dogma, the original basis for which has long passed out of reality." The decision turned upon the interpretation of an Irish statute, "Deasy's Act" of 1860, which, according to Kennedy, C.J., had abolished the "dogma" as regards Ireland ; on this point his brethren disagreed ; the question not being of interest to English lawyers, I must be content with mentioning it.

The operation of the doctrine can clearly be seen from such a case as *Farewell* v. *Dickenson* (1827), 6 B. & C. 251, in which the plaintiff in an action for rent had been non-suited on a point of pleading. His declaration had referred to a demise of a messuage, land and premises with the appurtenances, but at the trial it appeared that the lease provided for the use of furniture. The variance was held to be fatal, but a rule *nisi* was granted, and was made absolute on the ground that it was sufficient for the plaintiff to prove a demise of real property, out of which the rent claimed issued.

Now as to the alleged inroads referred to by the learned Chief Justice. The cases he cites, *Salmon* v. *Matthews* (1841), 8 M. & W. 827, and *Chas. Hoare & Co.* v. *The Hove Bungalows Ltd.* (1912), 56 Sol. J. 686, were both cases in which the facts related to claims by rival creditors (as did the case before him).

In *Salmon* v. *Matthews*, the landlord had mortgaged his interest, had then let the premises furnished, and next gone bankrupt. With the assent of the assignees in bankruptcy, he had then re-let the premises to the same tenant, furnished as before, but on a weekly agreement. Thereupon the mortgagee decided to exercise his power of entry and sent a notice to the tenant to pay the rent to him. The question then arose whether the assignees in bankruptcy were entitled to any of the rent ; they claimed that an apportioned part, representing the hire of the furniture, ought to be paid to them. It was pointed out that the mortgagee had never acquired any interest in the furniture, and the conclusion at which the court arrived was that there was evidence of an arrangement by which the tenant had agreed to take the house from the mortgagee at a reasonable rent, and to pay the assignees a reasonable amount for the use of the furniture. Apportionment was ordered accordingly. One cannot help feeling that though the facts were out of the ordinary, the reasoning was

a little strained, and one wonders what would have been the position if the rent reserved had happened to be unreasonable.

In *Chas. Hoare & Co.* v. *The Hove Bungalows Ltd.* the facts were less unusual. The furnished tenancy was the outcome of what was virtually a tripartite agreement between mortgagors, mortgagees and tenant. Rent was to be paid to the mortgagors until notice to the contrary should be given by the mortgagees. But the furniture was the property of the mortgagors (though they had covenanted with the mortgagees not to remove it), and when a judgment creditor of them obtained the appointment of a receiver, the fat was in the fire. The receiver wanted an apportioned part of the rent, and, in the special circumstances of the case, an order was made accordingly.

These cases may represent inroads into the dogma; and it might also be urged that some modern statutes, such as those which deal with small holdings and allotments and do not read, if I may so put it, as if they had been conceived or drafted in Lincoln's Inn, appear to ignore privity of estate altogether. But there are other decisions which show that the inroads, if not yet deep, may be extended. *Brown* v. *Peto* [1900] 2 Q.B. 653, C.A., was an attempt by a mortgagee who had foreclosed to eject the tenant, on the ground that the lease was void. The lease included furniture (and also conferred shooting rights on adjoining land), and the suggestion was that this was not a grant sanctioned by the Conveyancing Act, 1881. The argument rested partly on the unusual features of the lease, and partly on the allegation that the rent was not the "best rent." The Court of Appeal held that the lease was one of quite a common description, and the word "rent" in the Act included rent not issuing out of the thing demised. I might also mention *Bentley Bros.* v. *Metcalfe* [1906] 2 K.B. 548, C.A., in which the tenants of part of a factory, under a verbal agreement, which included an undertaking to supply power, claimed from the landlords reimbursement of the compensation paid to a workman who had been injured in an accident ascribable to a defect in the engine supplying the power. Reliance was placed upon an implied warranty of fitness; and it was held that the ordinary principle by which a tenant takes premises as they are (see *Keates* v. *Cadogan* (1851), 20 L.J., C.P. 76), did not apply to the power supplied, which was not the subject-matter of a demise, but of a specific contract.

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF DAIRY FARMERS.

In *Jalland* v. *Nottingham Farmers Creamery Company*, recently heard at Melton Mowbray County Court, the claim was for £35 4s. 3d., being the difference in price between the contract price of 1,854 gallons of milk and the price actually obtained between the 13th June, 1931, and the 4th August, 1931. The plaintiff's case was that it was customary to have two milk contracts in each year—one for summer and the other for winter—and the defendants had agreed to take his milk from the 1st April to the 30th September at 8½d. per gallon. On the 9th June, however, an analysis showed that the milk was 10 per cent. deficient in solids, and the defendants declined to accept any more milk. The plaintiff, having changed the feed and obtained satisfactory analyses, subsequently sold his milk to the Melton Farmers' Dairy, but only at 5d. per gallon, and, as this involved a journey of 7 miles, he deducted a penny per gallon for delivery—making a total deficiency in price of 4½d. per gallon. The defendants' case was that (*a*) the plaintiff had already been fined in August, 1930, and they could not take the risk of selling his milk; (*b*) they had not promised him a week (as he alleged) within which to rectify his quality; (*c*) they never bought on the contract system, but always collected milk on the understanding that they could cease on a day's notice. His Honour Judge Haydon, K.C., gave judgment for the plaintiff for the amount claimed, with costs.

Compare the County Court Letter under the above title in our issue of the 5th July, 1930 (74 Sol. J. 433).

THE DURATION OF TELEPHONE CONTRACTS.

In the recent case of *New System Private Telephones (Yorkshire) Limited* v. *Denham's Engineering Company Limited*, at Leeds County Court, the claim was for £6 5s., being one quarter's rent of nine telephones, but the defence was that the agreement had been terminated by six months' notice, expiring on the 31st December, 1931. The agreement had been made in January, 1919, for the current year and the following ten years, with the proviso that, at the end of that term, the subscription should continue "for similar periods" until one or other of the parties should give notice expiring at the end of "any such period." The plaintiffs contended that, as there was no notice expiring at the end of 1930, the renewal was for another ten years, but the defence was that the clause could only mean the periods of payments of subscriptions, which had been paid annually, though the agreement stipulated for quarterly payments. His Honour Judge McCarthy held that the plaintiffs' interpretation was unreasonable, and judgment was therefore given for the defendants, with costs, leave to appeal being given.

Obituary.

Mr. H. HUGHES-ONSLOW.

Mr. Henry Hughes-Onslow, C.B.E., whose death occurred on Friday, the 1st April, at the age of sixty-one, had been a Master of the Supreme Court of Judicature since 1908, and Chief Taxing Master at the Royal Courts of Justice since 1930. Mr. Hughes-Onslow, who was educated at Eton before being admitted a solicitor, was a keen sportsman. He was President of the Amateur Football Association, Vice-President of the Harlequin Football Club, and Honorary Treasurer of the Eton Ramblers Cricket Club. During the war he helped to mobilise voluntary workers required by Government offices and committees, and in 1923 served on the Government Committee on the Regulation of Crowds. He was a Sub-Inspector of Special Constabulary from 1914 to 1919, when he was made C.B.E. Mr. Hughes-Onslow was the author of "A Lawyer's Manual of Book-keeping."

Mr. E. MARJORIBANKS.

Mr. Edward Marjoribanks, M.P., who died on Sunday, the 3rd April, at the early age of thirty-two, was the only son of the late Hon. Archibald Marjoribanks. Educated at Eton, where he was Captain of the School, 1917–18, and Christ Church, Oxford, where he took first-class both in Classical Moderations and in *Lit. Hum.*, he became President of the Union and of the Oxford Carlton Club. He also rowed in his College boat for four years. After taking his degree he read law, and was called to the Bar in 1924. He wrote the biography of Sir Edward Marshall Hall, which was published in 1929, and also a volume of poems in 1931. His chief interest was in politics, and he was elected Conservative member for Eastbourne in 1929, and again last year.

Mr. H. CHALKER.

Mr. Henry Chalker, retired solicitor, of Wakefield, died recently at his home at Sandal after a long illness at the age of sixty-seven. Admitted a solicitor in 1884, Mr. Chalker joined the late Mr. W. H. Stewart in partnership four years later in the firm of Messrs. Stewart & Chalker, solicitors, of Wakefield. For many years he held the office of clerk and steward to the Manor of Wakefield.

MR. F. F. SMITH.

Mr. Frank Feusdale Smith, solicitor, of Sheffield and Buxton, died recently at the age of seventy. He was admitted a solicitor in 1891, and was an Honoursman. He practised in both Sheffield and Buxton, but since the war had not devoted so much time to his profession as formerly. He wrote a great deal in various legal papers, and was very interested in literature.

MR. J. WATERWORTH.

Mr. John Waterworth, solicitor, of Four Oaks, Keighley, was killed on Tuesday, the 29th March, when his motor car came into collision with a lorry on the Great North Road. Mr. Waterworth, who was fifty-seven years of age, was admitted a solicitor in 1894, and became senior partner in the firm of Messrs. Waterworth & Son (formerly Waterworth and Laycock), of Keighley, one of the oldest firms of solicitors in the town.

MR. J. S. JARVIS.

Mr. John Sidney Jarvis, solicitor, senior partner in the firm of Messrs. Evans, Jarvis & Sherry, solicitors, of Staple Inn, Holborn, died on Tuesday, the 22nd March, at his home at Anerley, at the age of seventy-one. Mr. Jarvis was born at Plymouth, where he was also articled, being admitted a solicitor in 1892. He practised for a time at Towcester, Northamptonshire, and became associated with his late firm about thirty-five years ago. He was particularly fond of bowls, and was a member of the Beckenham Bowls Club.

Reviews.

Chalmer's Bills of Exchange. Tenth Edition. 1932. By ANDREW DEWAR GIBB, LL.B., of Gray's Inn, Barrister-at-law. Demy 8vo. pp. li and (with Index) 501. London: Stevens & Sons, Ltd. 25s. net.

This is the tenth edition of Sir Mackenzie Chalmer's excellent work, and, as the learned editor observes in his preface, the first for which "the very learned author has not been responsible." There has been no change, however, in the form of this book, the avowed object of which is a "Digest" of the law of bills of exchange.

The author's introduction to the Third Edition is reproduced in this, as in the Ninth Edition, and will repay the reader's attention. In it there is to be found an explanation of the form of this book. The author was responsible for the drafting of the Bills of Exchange Act, 1882, which was based on his "Digest," two editions of which had been published before the Act was passed. This introduction also deals generally with codification, the parliamentary history of the Act, foreign laws, the history of notes and bills and the English and French theories of bills.

The new edition incorporates some fifty-three additional cases, three-quarters of which have been decided since the publication of the Ninth Edition in 1927. An addendum draws attention to the fact that *Slingsby* v. *Westminster Bank* [1931] 2 K.B. 583, has been over-ruled by *Slingsby* v. *District Bank* (1931), 48 T.L.R. 114 (C.A.). Further, it should be observed that the decision in *Savory* v. *Lloyds Bank* (1931), 48 T.L.R. 30, has, since publication, been reversed by the Court of Appeal: see *The Times* newspaper, 23rd March, 1932. *Royal British Bank* v. *Turquand* is dealt with on p. 334, and not on p. 332, as stated in the Table of Cases. The Companies Act, 1929, in so far as it affects this branch of law, is reproduced in the Appendix devoted to Statutes.

The value of a legal text-book, at all events from a practitioner's standpoint, depends largely upon an efficient index: in many cases that value is decreased, if not destroyed, by an inadequate one. When it is observed that of a total of 501 pages no less than seventy are devoted to the index, the reader may judge that this book does not suffer in this respect, and that reference is easy.

The Act is taken section by section. The sections, where necessary, are furnished with notes, cross-references and illustrations from decided cases. The result is a clear exposition of a branch of law which might become involved if it were not handled so methodically.

This edition will, no doubt, replace the earlier editions on the practitioner's bookshelf, for it incorporates the latest decisions and the recent statutory enactments.

Books Received.

Tax Cases. Vol. XVI, Pt. III. Reported under the direction of the Board of Inland Revenue. 1932. Royal 8vo. pp. 137-212. London: His Majesty's Stationery Office. 1s. net; postage extra.

Some Observations on Company Balance Sheets. By THE LORD PLENDER, G.B.E., LL.D., F.C.A. 1932. Demy 8vo. pp. 35. London: Gee & Co. (Publishers), Ltd. 1s. net.

The London Money Market. By F. BRADSHAW MAKIN, F.C.I.S. 1932. Demy 8vo. pp. viii and 58. London: Gee & Co. (Publishers), Ltd. 2s. net.

Kime's International Law Directory, 1932. Established by PHILIP GRABURN KIME. Edited and Compiled by PHILIP W. T. KIME. Fortieth year. Crown 8vo. pp. xiii and 559. London: Butterworth & Co. (Publishers), Ltd.; Kime's International Law Directory, Ltd. 15s. net.

The English and Empire Digest. Supplement No. 7, dealing with Vols. I—XLIV. 1932. Edited by PHILIP F. SKOTTOWE, LL.B., of the Middle Temple, Barrister-at-Law. Crown 4to. London: Butterworth & Co. (Publishers), Ltd. 21s. net.

The Income Tax Act, 1918, *and Finance Acts,* 1919-1931, *so far as they relate to Income Tax, Super-Tax and Sur-Tax.* 1931. Demy 4to. pp. (with Index) 634. London: His Majesty's Stationery Office. 15s. net.

Notable British Trials. The Baccarat Case. Edited by W. TEIGNMOUTH SHORE. 1932. Demy 8vo. pp. xii and 294. Edinburgh and London: William Hodge & Co., Ltd. 10s. 6d. net.

Workmen's Compensation and Insurance Reports, 1931. Part 3. Edited by G. T. WHITFIELD HAYES, Barrister-at-Law. 1932. London: Stevens & Sons, Ltd.; Sweet and Maxwell, Ltd. Edinburgh: W. Green & Son, Ltd. Annual subscription £2, post free.

Minnesota Law Review. Vol. 16. No. 4. March, 1932. Minneapolis: Law School of the University of Minnesota. Subscription $3 per annum.

Reports on Public Health and Medical Subjects. No. 64. A Report on Tuberculosis. By ARTHUR SALUSBURY MACNALTY, M.A., M.D., F.R.C.P. 1932. London: His Majesty's Stationery Office. 3s. net.

A Thousand Marriages. A Medical Study of Sex Adjustment. By R. L. DICKINSON and L. BEAM. 1932. Demy 8vo. pp. xxv and (with Index) 482. London: Williams and Norgate, Ltd.; Baillière, Tindall & Cox. 21s. net.

Mischiefs of the Marriage Law. By J. F. WORSLEY-BODEN, M.A., D.Litt. 1932. Demy 8vo. pp. (with Index) 427, London: Williams & Norgate, Ltd. 21s. net.

The Stock Exchange Official Intelligence, 1932. Vol. L. Demy 4to. pp. clxxii and 2015. London: Spottiswoode, Ballantyne & Co., Ltd. 60s. net.

Questions and Answers on Real Property and Conveyancing. By O. H. PHILLIPS, B.A., B.C.L., of Gray's Inn, Barrister-at-Law. 1932. Demy 8vo. pp. 180. London: Sweet and Maxwell, Ltd. 6s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Contract for Sale to be effected by way of a Demise at a Premium—Costs of Vendor—L.P.A., 1925, s. 48.

Q. 2438. A client of ours has contracted to sell by private treaty certain property, and the sale is to be carried out by the grant of a lease of the premises by the vendor to the purchaser for seventy-five years at an annual ground rent of £10 and payment of a premium of £1,035. The contract provides that the purchaser shall pay the lessor's costs of the lease. The purchaser's solicitors refuse to pay the lessor's costs and contend that the clause in the contract throwing the burden of the lessor's costs upon the lessee is void under s. 48 (1) of the L.P.A., 1925. This view appears to us to be contrary to the case reported in "Everyday Points in Practice," 1928 ed., p. 300, No. 7, where in similar circumstances the opinion was given that the lessor's costs should be paid by the lessee in the usual way unless local custom prevailed to the contrary. We shall be obliged if you will kindly inform us whether the purchaser's solicitors are correct in their contention, and, if so, how far can their view be reconciled with the opinion already quoted. If the sale had been by public auction instead of private treaty, could such a special condition have been enforced?

A. The writer endorses the opinion given in "Everyday Points in Practice," Pt. IV, s. 2, sub-s. (6), case 7, at p. 300 (for which he was not responsible). It is expressly provided by sub-s. (3) of L.P.A., 1925, s. 48, that save where a sale is effected by demise or sub-demise, that section does not affect the law relating to the preparation of a lease or underlease or the draft thereof. In the case dealt with in "Everyday Points in Practice" there was no question of a sale, the query related to the grant of a lease at a premium. In the want of a local custom to the contrary, and such customs are not uncommon, it is an implied term of a contract to grant a lease that the lease shall be prepared by the lessor's solicitor at the expense of the lessee. (See "William's Contract of Sale of Land," 1930, p. 101, note (*e*), and cases there cited.) In the case with which our subscribers are concerned there was a contract for sale, and in our opinion the condition as to the costs of the lease is within L.P.A., 1925, s. 48 (1), and therefore void, that is to say, we uphold the view of the purchaser's solicitors. In the case of a sale by public auction in which the assurance is to be effected by way of a lease or underlease such a condition would in our view be void. In many cases it would be possible to avoid the effect of the section of the Act by making the contract one for the grant of a lease as distinct for an agreement for sale to be effected by way of a demise or sub-demise, and this could have been done in the case under consideration.

Partnership Property acquired since 1925—Death of One Partner—Powers of Survivor.

Q. 2439. In 1928 A and B, who were then carrying on business in partnership, purchased a piece of freehold land which was conveyed to A and B "in fee simple as joint tenants." No reference was made to the fact that they were partners, although the purchase money was in fact provided by them in equal shares out of the partnership moneys. A died in 1931. The partnership deed provides that the surviving partner shall purchase the share of the deceased partner and shall pay out the deceased partner's share of the capital by certain instalments and the amount so payable has been agreed. B is now proposing to mortgage the land to a bank and to use the loan not to pay out A's capital but for the erection of buildings on the land for his own benefit.

(1) What evidence should the bank, which is fixed with knowledge of the facts, require to enable them to get a good title from B?

(2) A's executors object to the proposed mortgage, since B is parting with the land without paying them. Can they, in the circumstances, take any and what steps to prevent the mortgage?

A. The effect of the conveyance of 1928 must of necessity have been to make A and B joint tenants upon the statutory trusts. Of these trusts B is now the sole trustee and is not in a position to sell or mortgage the property except by (improperly) alleging that he is the survivor of joint tenants and solely and beneficially interested. Such a title the bank, which is acquainted with the facts, would not, of course, accept.

(1) A, in his capacity as trustee, cannot give an effective mortgage to the bank, as the mortgage money would be capital money, and as such cannot be received by one trustee: L.P.A., 1925, s. 28 (1); S.L.A., 1925, s. 117 (ii); T. A., 1925, s. 14 (2).

(2) Seeing that B cannot give an effective mortgage (except possibly fraudulently, which we take it, is not anticipated) no immediate action seems necessary.

Covenant to Pay Definite Share of Street-making Charges—Enforcing.

Q. 2440. The respective purchasers of eight dwelling-houses covenant with the builder to pay one-eighth part of the streeting charges. The local authority have apportioned the expenses between the purchasers according to frontage, and X, the owner of property forming the gable end, is liable for three times as much as the other purchasers. He has been reimbursed by the other purchasers with the exception of Y, who at first denied liability altogether, but then paid his proportion less £2 to the builder, who gave him a receipt in full settlement. X has been sued by the local authority for the remaining £2 and has been compelled to pay them. Notwithstanding the builder's receipt, has X a right to sue Y on a constructive contract or in contribution for the sum he has been compelled to pay? If not, has he any right against the builder for settling Y's liability under the deed for less than was due?

A. The covenants in effect appear to be an indemnity by seven purchasers against part of the amount to be charged on the corner site. On principle it would seem that the benefit of such covenants would pass to the purchaser of the corner site if his conveyance was subsequent to those of the other seven, although there is no direct authority to this effect (see L.P.A., 1925, s. 78). If, however, the corner site was conveyed before any one of the others, s. 78 could have no application, as to the subsequent purchaser of another of the dwelling-houses, unless the covenant was expressed to be for the benefit of the owner of the corner dwelling-house as well as the builder-vendor. If, as seems to be the case, X purchased under an agreement that he was only to be liable for an eighth share of the street-making charges, he is probably entitled to claim a rectification of his conveyance by inserting a covenant of indemnity by the builder, and in this way the builder would be made liable for the £2.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

When Chief Baron Thomson died on the 15th April, 1817, he had been thirty years a judge of the Court of Exchequer and three years its president. At the Bar, he had practised mainly in the courts of equity, and before he emerged into the eminence of the Bench, he had passed through the comparatively obscure transitional stage of being a Master in Chancery and Accountant-General of Chancery. In character, he was genial, sociable and learned. His practice of checking witnesses who spoke too fast earned him the nickname of "The Staymaker." He had a pleasant wit and a neat turn of speech. Thus, for example, in answer to an inquiry about his colleagues on the Bench, he once remarked, "What with snuff-box on the one side and chatter-box on the other we get on pretty well." "Chatterbox" was Chief Baron Macdonald, his predecessor in the presidency. "Snuff-box" was Mr. Baron Graham, whose old-fashioned bunch of frills was quite blackened with the copious spillings lost on the way to his nose.

CLERICAL KISSING.

Current clerical litigation and the nature of much of the evidence called prompts me to revive an old Ballantine story. The learned serjeant was appearing for the directors of certain public gardens, whose licence was in danger from the local vigilance committee. The chief witness was an ardent curate, who described in an awestruck tone how he had actually seen young couples kissing behind the bushes. In cross-examination, Ballantine asked him if he had ever kissed a young lady. Blushing scarlet, the witness appealed to the Bench for protection, but receiving none stammered shamefacedly: "Only once, *and she was a Sunday-school teacher*."

DOUBLING THE PARTS.

Report of a truly Gilbertian episode comes from Detroit. A man charged there with carrying concealed weapons could not afford legal aid. The judge therefore undertook to "be his attorney," and having heard the case for the prosecution solemnly descended from the Bench. "If it please the court," he said, "I move dismissal on grounds of illegal search and seizure." Then, resuming his seat, he dismissed the case. This is something like a parallel of the dilemma of Lord Chancellor Lytton in *In re Phyllis (Infant)*, G. & S. Rep. However, an incident more fantastic and less creditable than this pleasant curiosity of procedure once actually occurred in England. Serjeant Sayers, having tried a case in the capacity of a commissioner of assize, saw fit to accept a brief to move, before Lord Mansfield, C.J., for a new trial on the ground of misdirection of the jury.

WITCHCRAFT BELIEF.

The sixty natives condemned to death in Kenya for killing an alleged witch have had their sentences commuted to short terms of imprisonment. There is to be an inquiry into the desirability of applying European law to native cases. After all it would have been a little hard had these men died for doing what we ourselves were doing little more than 250 years ago with all due forms of law. Hear Sir Mathew Hale summing up such a case: "That there are such creatures as witches, I make no doubt at all, for, first the Scriptures have affirmed so much; secondly, the wisdom of all nations hath provided laws against such persons which is an argument of their confidence in such a crime; and such hath been the judgment of this kingdom, as appears by that Act of Parliament which hath provided punishments proportionable to the quality of the offence. I entreat you, gentlemen, strictly to examine the evidence which has been laid before you in this weighty case." All very temperate and reasonable and of course there *was* the evidence.

Notes of Cases.

Court of Appeal.

Chapman *v.* **Ellesmere and Others.**

Lord Hanworth, M.R., Slesser and Romer, L.JJ.
22nd March.

LIBEL AND SLANDER—PUBLICATION—"DOPING" OF RACE-HORSE—TRAINER WARNED OFF THE TURF AS RESPONSIBLE FOR CARE OF HORSE—ALLEGED INNUENDO IMPLYING TRAINER'S PERSONAL GUILT—PRIVILEGE—DECISION OF DOMESTIC TRIBUNAL—DUTY OR RIGHT TO PUBLISH.

Appeal from a judgment of Horridge, J., on the findings of a special jury.

A horse trained by the plaintiff was found, after winning a race, to have been doped. After an enquiry, the Stewards disqualified the horse for future racing and warned the plaintiff off Newmarket Heath. The decision was communicated by Messrs. Weatherby and Sons, as agents for the Stewards, to the "Racing Calendar" and to the press agencies and it was also published in *The Times*. The plaintiff brought the action against the Stewards, Weatherbys and *The Times*, alleging that the wording of the decision implied that he had himself doped the horse, and was defamatory. The defendants denied the defamatory meaning, and pleaded that the words were published *bonâ fide* and on a privileged occasion. They contended that the natural and ordinary meaning of the words complained of was that the plaintiff, as trainer, was responsible for the safe custody of the horse and had been warned off for failing to protect it from being doped. The jury found that the words complained of meant that the plaintiff was a party to the actual doping, and, in that meaning, were not true. They awarded him £10,000 damages against the Stewards and Messrs. Weatherby in respect of publication in the "Racing Calendar," and further sums of £3,000 for the publication in the news agencies and £3,000 against *The Times*. Horridge, J., entered judgment accordingly. The defendants appealed.

THE COURT allowed the appeal in respect of the £10,000 for publication in the "Racing Calendar." They held that there was no evidence of malice, and the words used did not necessarily bear a defamatory meaning, because the jury thought that some persons might read such a meaning into them. Communication to the "Racing Calendar" of a decision which the Stewards were admittedly entitled to make, was on a privileged occasion, for they owed a duty to persons interested in racing to keep them informed of their decisions, and the plaintiff himself was bound by the rules of racing, to which he had submitted, to admit that the "Racing Calendar" was the proper and agreed medium for the purpose. As regards publication to the press agencies and in *The Times*, there must be a new trial. The publication by Messrs. Weatherby through the news agencies went beyond any duty which they or the Stewards owed to anybody. *The Times* might be said to owe a duty to its readers to report items of interest, but it was not such a duty as to make every communication on a matter of public interest a privileged one. There was immunity in the case of reports of proceedings in a public court of justice, but that could not be extended to reports of the decisions of a domestic tribunal.

COUNSEL: *Norman Birkett*, K.C., *Geoffrey Lawrence*, K.C., and *Harold Murphy*, for the Stewards of the Jockey Club and Weatherby and Sons; *Stuart Bevan*, K.C., *Wilfrid Lewis* and *J. P. Ashworth*, for *The Times*; *Sir Patrick Hastings*, K.C., *D. N. Pritt*, K.C., and *Harold Simmons*, for the respondent (the plaintiff).

SOLICITORS: *Charles Russell and Co.*; *Soames, Edwards and Jones*; *Windybank, Samuell and Lawrence*.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Iberian Trust, Ltd. *v.* Founders Trust & Investment Co., Ltd.

Luxmoore, J. (sitting as Additional K.B.D. Judge).

26th February.

COMPANY—DIRECTOR—ORDER OF COURT—COMPANY'S NON-COMPLIANCE—ATTACHMENT OF DIRECTOR—R.S.C., Ord. 41, r. 5; Ord. 42, r. 31.

Summons for leave to issue writs of attachment against A. E. Holt and J. W. W. Shuttleworth, as directors of the Founders Trust & Investment Co., Ltd., because the company had failed to comply with an order made against it by Rowlatt, J., on the 7th July, 1931. The order was made in a previous action in which Iberian Trust, Ltd., sought the return to them by Founders Trust & Investment Co., Ltd., of certain shares in a company called Radium Springs, Ltd. The order was in the following terms: "It is this day hereby adjudged and declared that the plaintiffs are entitled to the return by the defendants of the following shares, viz. 258,000 deferred shares and 11,180 preferred shares in Radium Springs, Ltd., within fourteen days from the date hereof. And it is further adjudged that the plaintiffs do have a return of the said shares within fourteen days from the date hereof." The order was not in fact complied with, and the plaintiff company now issued the present summons asking for leave to issue writs of attachment against the above two directors.

LUXMOORE, J., said that the order did not define the precise steps which were to be taken to bring about the re-investment of the legal title to the shares in question from the defendant company. Also, the order that "the plaintiffs do have the return of the said shares" was not an order on the defendants to do anything and could not, therefore, be enforced by attachment: *In re Oddy, Major* v. *Harness*, 54 W.R. 291; [1906] 1 Ch. 93. Assuming, however, that the order was one ordering the defendants to do an act, there could be no default in compliance with the order, because it was not in fact served on the company and the directors concerned until after the time limit set out in the order for the doing of the act: *Duffield* v. *Elwes* (1849), 2 Beav. 268. Lastly, the order served on the company and on the directors had no endorsement on it as required by Ord. 41, r. 5. In his view, the order should, as a preliminary to its enforcement against the directors, be endorsed with a notice to the effect in the memorandum prescribed by Ord. 41, r. 5, including in it the name of the particular director served. Further, the remedy against the directors under Ord. 42, r. 31, was an alternative one, and was not open to the plaintiffs unless they were in a position to pursue the original remedy against the defendant company. The summons would be dismissed, with costs.

COUNSEL: *John W. Morris*, for the plaintiffs; *Hon. S. O. Henn Collins*, for the defendants.

SOLICITORS: *Churchill, Clapham & Co.; Biddle, Thorne, Welsford & Gait.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Wylie *v.* Lawrence Wright Music Co.

Swift and Macnaghten, JJ. 15th March.

SHOP—HOURS OF EMPLOYMENT—AUTHORISED SUSPENSION OF HALF-HOLIDAY—NO YEARLY HOLIDAY—CLAIM FOR WAGES IN LIEU—SHOPS ACT, 1912, 2 Geo. 5, c. 3, ss. 1, 11 (1) (2).

Plaintiff's appeal again t a decision of Judge Bradley given at Blackpool County Court.

The plaintiff, D. F. A. Wylie, was employed as a music demonstrator and salesman at the shop of the defendants, Lawrence Wright Music Company, in Blackpool, during the summer months, and as a commercial traveller during the winter months. The contract of employment made no reference to holidays, and the plaintiff had in fact had no holidays during the years 1925-29. Section 1 of the Shops Act, 1912, provided that on one day in each week no shop assistant should be employed about the business of the shop after 1.30 p.m. By s. 11 (1): "That in places frequented as holiday resorts during certain seasons of the year the local authority may by order suspend for periods not exceeding four months of the year the obligation imposed by the Act to close shops on the weekly half-holiday." And s. 11 (2) provided that "Where the occupier of any shop in any place in which any such order of suspension is in force satisfies the local authority that it is his practice to allow all his shop assistants a holiday on full pay of not less than two weeks in every year and keeps affixed in his shop a notice to that effect, the requirements of the Act as to weekly half-holidays shall not apply to that shop." An order had been made under s. 11 with regard to Blackpool, and the defendants in purported pursuance of it kept their shop open on every day of the week and granted no half-holiday to the plaintiff. The plaintiff claimed that inasmuch as he had had no holidays at all in the years 1925-29 he was entitled to a fortnight's pay for each year in lieu thereof. The county court judge dismissed the plaintiff's claim, and he now appealed.

SWIFT, J., said that on the facts the county court judge had held that the plaintiff was a shop assistant, and in his (his lordship's) opinion that view of the law was correct. The plaintiff sought to bring himself within the exception created by s. 11. The section required three conditions to be complied with: (1) a suspension order must be made; (2) the local authority must be satisfied that it was the practice of the occupier of the shop to allow his assistants two weeks' holiday in each year; and (3) the occupier must keep a notice to that effect posted in his shop. A suspension order had been made, but there was no evidence that the local authority had ever considered the conditions in this particular shop, and it was clear that no notice such as the section required had ever been exhibited. Therefore s. 11 did not apply to this case. During all those years the plaintiff and the defendants had been engaged in an unlawful employment and neither of them could have any claim against the other in respect of it. The law did not permit a plaintiff to sue upon an unlawful contract. Appeal dismissed.

MACNAGHTEN, J., gave judgment to the same effect.

COUNSEL: *T. R. C. Goff*, for the appellant; *Sir George Jones*, for the respondents.

SOLICITORS: *Gibson & Weldon*, for *T. & F. Wylie Kay*, Blackpool; *Ernest Simmons & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Cooper *v.* Cooper and Ford.

Lord Merrivale, P. 29th February.

DIVORCE — PETITION FOR VARIATION OF SETTLEMENT SEPARATION DEED—HUSBAND'S COVENANT TO PAY ALLOWANCE—GUILTY WIFE—PRINCIPLES APPLICABLE TO VARIATION AND MAINTENANCE CONTRASTED — WIFE'S ALLOWANCE REDUCED AND RESTRICTED *dum sola et casta*—JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. 5, c. 49), s. 192.

These were cross-motions for confirmation and variation, respectively, of the registrar's report upon a petition for variation of settlement.

On 30th May, 1925, the parties entered into a separation deed, the instrument the husband now sought to vary. Under the deed the wife obtained the custody of the two children of the marriage (only one was now living) and a covenant on the part of the husband to pay her a weekly sum of 35s. for her life. On 15th May, 1930, the husband obtained a decree *nisi* of dissolution on the ground of the wife's adultery, which decree was made absolute on 24th November, 1930. The

wife had been given the custody of the surviving child during one-half of the school holidays. The registrar reported that the petitioner had an earned income of £185 per annum and an income from investments amounting to £50 per annum. That the respondent was without means. The child's boarding school fees were being found by a third party. The registrar submitted that the separation deed should be cancelled, but that the respondent should receive payment for the child's maintenance during the periods it was with her. Counsel for the respondent submitted that the practice in cases for variation of settlement differed from that governing applications for maintenance on behalf of a guilty wife. A long line of cases laid down the principle that on variation the wife should not be stripped of all benefit from property settled. The registrar had treated the matter as if it had been one of maintenance. Counsel referred to *Jump* v. *Jump* (1883), 8 P.D. 159; *Clifford* v. *Clifford* (1884), 9 P.D. 76; and *Ollier* v. *Ollier* [1914] P. 240. A proper amount on variation would be a weekly payment of 27s. 6d. *dum sola et casta*. Counsel for the petitioner moved to confirm the registrar's report.

Lord MERRIVALE, P., varied the registrar's report by reducing the husband's payments under the deed to a sum of 12s. 6d. per week *dum sola et casta*.

COUNSEL: *Noel Middleton*, for the petitioner; *Bush James*, for the respondent.

SOLICITORS: *Indermaur & Brown*, for *Cliffords*, Derby; *Haslewood, Hare & Co.*, for *E. J. Watson*, Bristol.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

THE SPRING ASSIZES.

The following days and places have been fixed for the Spring Assizes:—

NORTH-EASTERN CIRCUIT (ROCHE, J., and HAWKE, J.)
Wednesday, 20th April, at Leeds.

The Solicitors' Law Stationery Society, Ltd.: Annual Report.

The forty-third annual general meeting of the Society was held at 102/107, Fetter-lane, on Tuesday, 5th April, Mr. Robert Chancellor Nesbitt being in the chair.

After the Secretary had read the notice convening the meeting and the Auditors' report, the Chairman, in moving the adoption of the report and the approval of the accounts, said:—

I am sorry that I cannot give so glowing an account of the past year's trading as it has been my privilege to give in respect of previous years, but you will hardly expect it. You will remember that, notwithstanding the depression in trade experienced by most companies in 1930, that year for us was a prosperous one. Our sales and profits were most satisfactory, and we were able to pay a dividend of 12 per cent., but I refused to prophesy as to the future, and at the beginning of last year our business began to feel the general depression. Our trade is like a barometer, and rises and falls in conformity to outside pressure. When the indicator points to "Fair" or "Set Fair" in the general trade of the country, our business follows the indicator, and when the indicator goes back and the general trade of the country is in a depressed state and goes to "Change" and then to "Rain" we too follow suit, although the rain does not reach us, or indeed the legal profession, as quickly as it does the general trade of the country. It takes time to reach us, but during a long period of continued depression we cannot altogether escape. Our customers want less; they buy from us less, and, though we may not lose any customers, the sales are bound to fall and the profits in consequence must shrink. Economy has been the order of the day—fewer companies were formed, fewer Private Bills were promoted in Parliament, and less property changed hands; the advertisement revenue in *The Solicitors' Journal* was reduced. I hope you will agree that, having regard to these factors, the report which we submit, though not as encouraging as you may have hoped for after so many prosperous years, is rightly considered by the Board as satisfactory. The past year has been a most difficult and anxious one for the Board, for Mr. Cahusac, and for the staff, and has required their closest attention. You may not realise perhaps that our business is carried on through nineteen departments, each of which is carefully watched by the Board. In respect of each of them a separate profit and loss account is prepared by our Auditors, and it is from the material in these departmental accounts that the figures before you are produced. Some of these departments during the year improved their positions a little as compared with 1930, but the majority suffered from loss of business for the reasons I have indicated. The depression has affected both our London and provincial trade, and our sales are considerably less than in 1930.

May I suggest to you, and on this occasion emphasise the suggestion, that all shareholders should follow the example set by the majority, and place all the orders they can with the Society. The reduction in sales, even in these times, would then be lessened, if not entirely wiped out. I think it is sometimes forgotten that the Society is a co-operative one and that the amount of the dividend to shareholders and the bonus to solicitor-customers depend almost entirely upon the amount of support they give to it. (Hear, hear.)

I think I have said enough to explain the falling off in the profits as compared with the previous year, and I trust you will agree with me that a trading company which in these difficult times can pay a dividend of 9 per cent. on its capital (the original capital having been doubled out of reserves) and pay a bonus to its customers and its staff may be considered a prosperous one. (Hear, hear.) Our general position is extremely sound and our resources are liquid.

I will now turn to the accounts. Taking the balance sheet first, you will notice that the item "Creditors" remains practically the same as in the previous year and that our reserve account has increased from £51,478 to £57,418, or by about £6,000. The reserve for the redemption of leaseholds has automatically increased under our insurance policies. The only new item is that relating to the cost of reconditioning and strengthening the structure of the Liverpool premises. This was rendered necessary through the demolition and rebuilding of adjoining premises, which disclosed the fact that our wall thus exposed was in a very bad condition and that it was necessary to carry the weight of the floors on steel stanchions and girders. The Board considered that though this strengthening would improve the building for our purposes and that the cost could properly be charged to capital, it was wiser not so to charge it, and as you will see it has been decided to write it off against the profits for the year.

Turning to the assets side of the accounts, our cash and investments at cost amount to £39,467, against £44,262 in cash at the 31st December, 1930, a reduction of £4,795, while the amount owing to us by debtors is down by about £10,000. I do not think the other items in this account call for any remark, except the item of £4,533, which is mainly made up of the purchase money for the freehold works premises in Renfrew-court, Glasgow, mentioned in the Directors' report.

With regard to the profit and loss account, the figures are much the same as last year, except that the percentage on profits paid to the Managing Director and managers is automatically reduced by about £1,300 as compared with 1930. On the other side the gross profit is reduced from £151,386 to £134,724, a decrease of £16,662.

We will now turn to the Directors' report. You will see that we recommend a dividend of 9 per cent. per annum, less income tax. Such a dividend provides, under the articles of association, for bonus distributions to the customers and the staff. Out of the balance of profit the Directors propose to add £2,500 to reserve account and to carry forward the sum of £10,570 against the sum of £10,050 brought in from the previous year, which, as I have already said, indicates the essential strength of our position.

I must make, as I am sure you will wish me to do, an acknowledgment on your behalf of the devoted service of our staff from the Managing Director to our office boys—(Hear, hear)—all have striven hard during this trying year to serve the Society to the best of their ability, and it so happens that during the year under review I, as your Chairman, have had more than the usual opportunities of meeting our officials in London and from all over the country and can of my own knowledge testify to their efforts and their zeal in our interests.

I will not attempt any prophecy about the present year, but I think there are some signs of a revival in trade, although perhaps not very pronounced at present, but the atmosphere is better. We can only hope that this will materialise, and should it do so I feel pretty sure that our organisation is such that we shall be able to take advantage of the rise in the trade barometer and that our indicator will move forward from "Rain" and "Change" to "Fair" again. I have now the pleasure of moving the adoption of the report and the approval of the accounts.

The motion was seconded by Mr. E. F. Turner and carried unanimously.

On the motion of the Chairman, seconded by Mr. Turner, it was unanimously resolved to pay a dividend of 9 per cent. per annum, less income tax, and to distribute bonuses to the customers and the staff in accordance with the articles.

The retiring Directors, Sir Bernard E. H. Bircham, K.C.V.O., and Mr. Dillon R.-L. Lowe, were re-elected.

The Auditors, Messrs. Fuller, Wise, Fisher & Co., were re-elected for the ensuing year at the same remuneration.

The Law Society.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 7th and 8th March, 1932.

James Abson, William Somerville Adams, Herbert Mylrea Allen, Benjamin Rhodes Armitage, B.A. Cantab., Noël Dixon Armstrong, M.A., LL.B. Cantab., Norman Thomas Atkins, M.A. Cantab., William Geoffrey Attwood, Ralph Aubrey, LL.B. Manchester, Charles Aukin, LL.B. London, Richard William Douglas Auld, John Maurice Baldry, Frank Whitaker Barnett, Harold Edwin Barrett, Francis Charles Shaw Bayliss, B.A. Oxon, Wyndham Norris Eifion Bazzard, Jesse William Beaumont, Frank Morgan Bevan, Percy Villiers Blakemore, Robert McMinn Borm-Reid, B.A. Dublin, George Edward Bouskell-Wade, B.A. Oxon, Ernest Alfred Boxall, M.A. Oxon, Robert Bridge, Pennington Mellor Bright, Stanley Calvert Broadbent, John Wain Brown, Frank Gordon Budd, William Evan Bufton, LL.B. Wales, Charles Vincent Burgess, Arthur Crawford Caffin, Norman Stewart Caney, Ben Canter, Cyril Ernest Channon, George Anthony Chapman, William Clarke, Ralph Henry Cole, Thomas Sharp Crosbie, Bertram Cupit, Alfred James Davies, Egryn Kenneth Davies, Robert Brooks Davies, Graham Dudley Digges, Joseph Ramshaw Dixon, Samuel Doberman, Donald Charlett Dolman, Frank Middleton Dunwell, B.A. Cantab., John Kenneth Edmondson, Frank Edward Tudor Edwards, Harold Smith Fitz-Patrick, LL.B. Manchester, James Probyn Franck, Raymond Guilford Frisby, Archibald Glen, Charles Goldwater, LL.B. London, Ronald Manley Greenhalgh, LL.B. Manchester, Jervis Charles Morgan Gubbins, John Thompson Halsall, Frank Cyril Harrison, Donald Hargreaves Haslam, George Ockleston Hatton, Harold Jonas Higham, Montague Louis George Hindle, Alex James Dyson Hirst, Ernest Walton Howard, Henry Sydney Cartwright Hudson, David Stace Jackling, Anthony Hargreaves Jackson, Philip Thomas Jackson, Robert Lewis Jackson, Victor Arnold Jackson, Henry Emanuel Jacobs, Edward Brynmor Jenkins, Benjamin Johnson, Arthur Probyn Jones, M.A., LL.B. Cantab., Geoffrey Joseph Kershaw, Norman Rex King, Abraham Kramer, John Gilchrist Langley, Albert Lawless, Donald Buckingham Leonard, Ellis Levinson, Ivy McIntyre Haselden Lewis, John Walton Lewis, B.A., LL.B. Cantab., Rufus Isidore Lewis, Norman Eric Lundy, Robert Hamilton McLusky, LL.B. Leeds, William McNamara, Robert Mathew, Benjamin Francis Henry Maturin, B.A. Oxon, Geoffrey Banner Mendus, Walter Mitchell, Robert Washbourne Money, Harold Raymond Neck, Thomas Hulme Oliver, Henry Malherbe Outfin, Richard Hugh Owens, Robert Henry Cowell, Francis Miller Parris, Joseph Harry Roy Pearson, Robert Clark Percival, Ethel Pitts, Charles Maurice Priddey, Enid Lilian Pritchard, B.A. Oxon, Roger Michael Wood Pritchard, Geoffrey Alan Procter, Kenneth Cochrane Raikes, B.A. Oxon, Robert Sutter Rainford, Ronald Herbert Rees, B.A. Oxon, Robert Osmond Reynolds, Charles Wilfred Robbins, B.A. Cantab., John Frederic Rook, Thomas Norman Stanworth Roose, Norman Crawford Roulston, B.A. Oxon, Frederick Herbert Rober, Rowland John Rowlands, Gerard Ryder, LL.B. Manchester, Paul Alexander Saunders, Harry Gillett Sherrin, Horace James Smith, Robert Henry Snell, John Beckett Stennitt, Charles Henry Stockton, James Stanley Stringer, William Thornburgh Stunt, Godfrey John Cameron Taylor, B.A. Oxon, Eric Thompson, Robert James Thonger, Edward Leofric Thorold, Edward George Tibbits, LL.B. Birmingham, John Austin Trentham, Thomas Alfred Tyrrell, Percy Dale Wadsworth, LL.B. Wales, George Ronald Walker, David Ronald Hugh Walters, B.A. Oxon, Arnold John Waters, Robert Arnold Watson, Jack Brian Wheatley, B.A. Oxon, Cyril White, LL.B. Manchester, Evan David Wilde, Daniel Gwyndaf Williams, Ronald Herbert Williams, Alec Roy Wills, Edward Fabyan Windeatt, Philip James Woodhouse, Frederick Noel Wyatt, Alan Chester Watts-Jones.

No. of Candidates, 190. Passed, 144.

The Council have awarded the following Prizes: To John Maurice Baldry, who served his Articles of Clerkship with Mr. Herbert Junius Allen Hardwicke, of the firm of Messrs. Gaby, Hardwicke & Evans-Vaughan, of Bexhill and Hastings, the Sheffield Prize (founded by Arthur Wightman, Esq.), value about £35; To Abraham Kramer, who served his Articles of Clerkship with Mr. Penry Raymond Oliver, of the firm of Messrs. Raymond Oliver & Co., of London, the John Mackrell Prize, value about £13.

Societies.

The Law Society's School of Law.

The Summer Term will open on 13th April. Lectures will commence on 18th April. Copies of the detailed time-table can be obtained on application to the Principal's Secretary.

The Principal (Mr. G. R. Y. Radcliffe) will be in his room to advise students on their work on Wednesday, 13th April (students whose surnames commence with the letters A–K), and Thursday, 14th April (students whose surnames commence with the letters L–Z), from 10.30 a.m. to 12.30 p.m., and from 2 to 5 p.m.

The subjects to be dealt with during the term will be, for Intermediate Students (i) Public Law, (ii) Status and Personal Property, (iii) Criminal Law and Procedure and Civil Procedure, (iv) Elementary Equity, and (v) Accounts and Bookkeeping. The subjects for Final Students will be (i) Equity and Procedure in the Chancery Division, (ii) Common Law (Tort), and (iii) Bailments and Negotiable Instruments. There will also be courses on (i) Criminal Law, and (ii) Private International Law, for Honours and Final LL.B. Students, and the course on Constitutional Law for Intermediate Degree Students will be continued.

The courses on (i) Status and Personal Property, and (ii) Criminal Law and Procedure and Civil Procedure will be taken in the morning (Status and Personal Property 11 a.m. to 1 p.m., Criminal Law and Procedure and Civil Procedure 10 a.m. to 12 noon), and in the afternoon (4 to 6 p.m.). Intermediate Students must notify the Principal's Secretary before 13th April on the entry form, whether they wish to take morning or afternoon classes.

Students can obtain copies of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, and entry forms, on application to the Principal's Secretary.

Particulars regarding The Law Society's Cricket Club may be obtained on application to Mr. H. Emett, 14 Bloomsbury-square, W.C.1.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 5th April, 1932 (Chairman, Mr. R. S. W. Pollard), the subject for debate was: "That the case of "*The Torni*" [1932] P. 27 and 48 T.L.R. 195, was wrongly decided. Mr. Harold Lightman opened in the affirmative, Mr. J. C. Christian Edwards opened in the negative, Mr. D. B. Rubie seconded in the affirmative, and Mr. Charles Weinberg seconded in the negative. The following members also spoke: Messrs. W. M. Pleadwell, E. F. Iwi, H. J. Baxter, and P. H. North-Lewis. The opener having replied, and the Chairman having summed up, the motion was carried by one vote. There were twenty-one members and one visitor present.

Parliamentary News.

Progress of Bills.

House of Commons.

Army and Air Force (Annual) Bill.
Read Second Time. [5th April.

Grey Seals Protection Bill.
In Committee. [5th April.

Rhyl Urban District Council Bill.
Read Second Time. [5th April.

Transitional Payments Prolongation (Unemployed Persons) Bill.
Read First Time. [6th April.

Wheat Bill.
In Committee. [6th April.

Questions to Ministers.

RENT RESTRICTIONS ACTS.

Mr. LEWIS asked the Minister of Health if he is aware that, as the law stands at present, if the tenant of a house subject to the provisions of the Rent Restriction Acts dies, and his widow having succeeded him as tenant subsequently dies also, his son if he has been residing in the house can claim to succeed to the tenancy as protected by the Acts; and if he will promote legislation to prevent the owner of the property being deprived of part of its value for an indefinite period?

Mr. E. BROWN: As my hon. Friend is aware, it was decided in July last, in the case of *Pain* v. *Cobb*, that the right of tenancy of a deceased statutory tenant does not pass to any person after the death of his widow. If my hon. Friend bases his statement of the law, as set out in the question, on a later decision of the Courts and will inform my right hon. Friend to what particular decision he is referring, my right hon. Friend will be pleased to communicate with him. [6th April.

MOTOR VEHICLE ACCIDENTS.

Mr. R. T. EVANS asked the Minister of Transport whether he is aware of the hardships which have been created in a number of cases through the inability of victims of negligent driving or their dependants to claim damages owing to the death of the drivers; and whether he will consider the introduction of legislation designed to provide protection for future victims?

Mr. PYBUS: I cannot see my way to introduce legislation which would involve an alteration in the Common Law in its application to a particular class of accident. The position was fully explained in Committee on the Bill by the then Solicitor-General, and I am sending my hon. and gallant Friend a copy of his statement on that occasion. [6th April.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness, Part II.	MR. JUSTICE MAUGHAM. Witness, Part I.
M'nd'y April 11	Mr. Andrews	Mr. Blaker	Mr. Blaker	Mr.*Jones
Tuesday .. 12	Jones	More	*Jones	*Hicks Beach
Wednesday 13	Ritchie	Hicks Beach	Hicks Beach	*Blaker
Thursday . 14	Blaker	Andrews	*Blaker	Jones
Friday 15	More	Jones	Jones	*Hicks Beach
Saturday .. 16	Hicks Beach	Ritchie	Hicks Beach	Blaker

	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness, Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness Part II.
M'nd'y April 11	Mr. Hicks Beach	Mr.*More	Mr. Ritchie	Mr.*Andrews
Tuesday .. 12	Blaker	*Ritchie	Andrews	More
Wednesday 13	Jones	*Andrews	More	*Ritchie
Thursday . 14	Hicks Beach	*More	Ritchie	Andrews
Friday 15	Blaker	Ritchie	Andrews	*More
Saturday .. 16	Jones	Andrews	More	Ritchie

EASTER SITTINGS, 1932.

COURT OF APPEAL.

APPEAL COURT.

APPEAL COURT No. 1.

Tuesday, 5th April—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Appeals re The Workmen's Compensation Acts.

Appeals re The Workmen's Compensation Acts will be continued until further notice.

APPEAL COURT No. II.

Tuesday, 5th April—Exparte Applications, Original Motions, and King's Bench Final Appeal:—

Deutsche Bank und Disconto Gesellschaft v. Banque des Marchands de Moscou (Koupelschesky) Appeal of Defendants from judgment of Mr. Justice Rowlatt, dated 17th June, 1931, set down 17th July (pt hd).

King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice Eve.

(The Witness List. Part II.)

Mr. Justice EVE will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice MAUGHAM.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Companies (Winding up) Business.
Tuesdays .....
Wednesdays .. } The Witness List.
Thursdays .... } Part I.
Fridays .....

Before Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays ....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses. Lancashire Business will be taken on Thursdays the 7th and 21st April, and 5th May.
Fridays .....Motions and Adjourned Summonses.

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays .....Bankruptcy Business.
Tuesdays .....
Wednesdays .. } The Witness List.
Thursdays .... } Part I.
Fridays .....

Bankruptcy Judgment Summonses will be taken on Mondays, the 11th April and 2nd May.

Bankruptcy Motions will be taken on Mondays, the 18th April and 9th May.

A Divisional Court in Bankruptcy will sit on Monday, the 25th April.

Before Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays .....Chamber Summonses.
Tuesdays ....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice FARWELL will sit daily for the disposal of the List of longer Witness Actions.

A List of Appeals for hearing, entered up to Thursday, 24th March, 1932.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Hadden Public Trustee v Hadden
The British Hatford-Fairmont Syndicate Ltd v Jackson Bros (Knottingley) Ltd
Re Bentley Motors Ltd The London Life Association Ltd v Bentley Motors Ltd
Munro v Burley Burley v Munro
Edwards v Bluston
Re Stephens Stephens v Stephens
Re Jeffreys Pownall v Pownall
Re Lesley's Settled Legacy Mintoft v Chapman
Re George Inglefield Ltd Re Companies Act 1929
Moler Products Ltd v J H Sankey & Son Ltd
Re Wells Swinburne-Hanham v Howard

FROM THE PROBATE AND DIVORCE DIVISION

(Final List.)

Croker, S v Croker, E F (South, Co-respondent)

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No. 638 of 1930) Expte The Debtor v The Petitioning Creditor and The Official Receiver
Re a Debtor (No. 488 of 1931) Expte The Debtor v The Petitioning Creditors and The Official Receiver
Re a Debtor (No. 1052 of 1931) Expte The Petitioning Creditor v The Debtor
Re a Debtor (No. 43 of 1932) Expte The Debtor v The Petitioning Creditor and The Official Receiver

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

Worcester Corsetry Ltd v Witting
Re Petition of Right of Alfred Edward McCloskey (Taxation of Costs)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

(For Judgment.)

China Navigation Co Ltd v Attorney-General
Fanton v Denville

(For Hearing.)

Deutsche Bank und Disconto Gesellschaft v Banque des Marchands de Moscou (Koupelschesky) (pt hd)
Belsey v Barlow
Langham v The Governors of Wellingborough School
Linton v Guyatt & Sexton
Poole v The Frinton-on-Sea and District Electric Light & Power Co Ltd
Rowlandson v Peter Walker & Son (Warrington and Burton) Ltd
Re Arbitration Act 1889 E A Ronaasen & Son v Arcos Ltd
Re Agricultural Holdings Act 1923 Digby v Penny
Moscrop v Rollason
Sullivan v Constable
Trapp v Kemp
Woosey v Goodsir

Montagu Stanley & Co v J C Solomon Ltd
Adshead v R & E Park
George Brettle & Co Ltd v Vanbergen
Radcliffe v Thomas
Colebrook v Tringham
Mackenzie v Smith
O'Sullivan v Independent Newspapers Ltd
Automobilwerke H Bussing A G v Thompson
Williams v Atlantic Assurance Co Ltd
Jones v The Amalgamated Anthracite Collieries Ltd
Harrison v Hudson Brothers

(Revenue Paper—Final List.)

Glanely v Wightman (Inspector of Taxes)

(Interlocutory List.)

Martins Bank Ltd v Blum
Jenkins v The Road Transport and General Insurance Co Ltd
Guibiansky v Russian Oil Products Ltd

FROM THE ADMIRALTY DIVISION.

(Interlocutory List.)

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RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

White v Winterton Pottery (Longton) Ltd
Bridges v New Rock Collieries Co Ltd
Walker v John Brown & Co Ltd
Vickers-Armstrongs Ltd v Regan
Robinson v English Steel Corporation
Marsh v Robert Parker Ltd
Hillier v Ebbw Vale Steel Iron and Coal Co Ltd
Davies v Sir W G Armstrong Whitworth Aircraft Ltd

Standing in the "ABATED" List.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Conyngham Mount Charles v Conyngham (s.o. generally Dec 10)
Thomas Crow & Sons Ltd v Crow Catchpole & Co Ltd (s.o. generally Feb 8, 1932)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*); and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

EASTER SITTINGS, 1932.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part I will be taken by Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

The Witness List Part II will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice LUXMOORE.

Companies (Winding Up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Set down to 24th March, 1932.

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part II.

Before Mr. Justice EVE.

For Judgment.

The Paterson Engineering Co Ltd v The Candy Filter Co Ltd
Re Salting Baillie-Hamilton v Morgan

For Hearing.

Retained Matter.

Re Bennett Weatherill v Gutteridge (pt hd—s.o. to April 7)

Before Mr. Justice FARWELL.

Retained Matters.

Re Clark's Policies of Assurance Slavin v Clark
Stillwell v Windsor Corporation (not before April 20)
Re Selleck Selleck v Cole (restored)
Squire v Medley Hartmann & Co Ltd
Same v Same

Witness List. Part II.

Gliksten v J Gliksten & Son Ltd
British Oxygen Co Ltd v Gesellschaft Fur Industriegasverwertung m.b.H.
Wood v Mills (not before Trinity)
Hole v Crossman
Jervis v Crossman
Buchan v Same
W B Fordham & Sons Ltd v Chipstead Trust Ltd (not before Trinity)
Munro v Behar (restored)
Re Courtney Courtney v Hollis (not before May 1)
Re Procter White v Procter
Edward V Hartford Incorporated v T B Andre & Co Ltd
Hoover Ltd v C. C. A. (Vacuum Cleaners) Ltd (not before April 20)
Rebuck v Klausner
Automatic Trade Mark Machine Co Ltd v Sudbury (restored)
Ford v Guise
Wollaston v Coffin
Bramson v Administrator of German Property
Falmouth v The Goonvean China Clay & Stone Co Ltd (fixed for April 19)
Re Trade Marks Acts, 1905-1919 Re Trade Marks Nos. 288624, 324745, 407537 of the Columbia Graphophone Co Ltd
Re Trade Marks Acts, 1905-1919 Re Trade Mark No. 503160 Application by Columbia Pictures Corporation
Re Lloyd Lloyd v Norris
Re Parker Parker v Parker
Warner Bros Pictures Ltd v Clavering
Blanco-Fombana v Winant
Re Amiel Amiel v Galler
Moat v Worthing Corporation
Bore v Greaves & Thomas
Harper v G N Haden & Sons Ltd
Saunders v Automotive Spares Ltd
Fitzwilliam v Down (restored) (fixed for April 7)
Stearns v Holloways' Properties Ltd
Same v Same
Turner v The Public Trustee
Eden v Marsden
Samuel Eden & Sons Ltd v Marsden
A.G. fur Industriegasverwertung v British Oxygen Co Ltd
Huggins & Co Ltd v Greenwald
Reid & Sigrist Ltd v Moss
de Rougemont v Choisy de Rougemont & Co Ltd
Corfield v Frenkel (fixed for April 25)
Same v Same (fixed for April 25)
Re Symphony Gramophone & Radio Co Ltd Re The Companies Act, 1929

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 *hours.*

Before Mr. Justice CLAUSON.

Retained Matter.

Re Smith Sale v Smith (pt hd—s.o. to April 10)

Before Mr. Justice MAUGHAM.

Retained Matters.

Re Chitty's Estate Hamblyn v Fovargue (pt hd)
Re Wm C Leitch Brothers Ltd Re The Companies Act, 1929 (fixed for April 5)

Assigned Matter.

Re Guardianship of Infants Acts, 1886 & 1925 Clark v Clark

Companies Court.

Petitions (Unopposed First).

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931, to s.o. generally—liberty to restore)
Dwa Plantations Ltd (same—s.o. from Mar 14, 1932, to June 20, 1932)
A Kousnetzoff & Cie Successeur d'Alexis Goubkine (same—ordered on Nov 12, 1931, to stand over generally—liberty to restore)
Britivox Ltd (same—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
W. G. Tarrant Ltd (same—ordered on Nov 30, 1931, to s.o. to come on with scheme of arrangement)
Anglo French (Verdun) Artificial Silk Ltd (same—s.o. from Mar 7, 1932, to April 11, 1932)
Premier Fur Stores Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
Edwards Geller & Co Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
Practical Building Publishing Co Ltd (same—s.o. from Feb 29, 1932, to July 25, 1932)
Main Lines Ltd (same—s.o. from Mar 14, 1932, to April 11, 1932)
J & B Mendelsohn Ltd (same—s.o. from Mar 7, 1932, to April 18, 1932)
Parent Coal Carbonization Trust Ltd (same—s.o. from Feb 29, 1932, to April 11, 1932)
Longford Gravel Co Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
I C S Ltd (same—s.o. from Mar 14, 1932, to April 11, 1932)
Banque des Marchands de Moscou (Koupelschesky) (same—ordered on Mar 8, 1932, to s.o.g.—liberty to apply to restore after decision of Court of Appeal)
Agricultural & General Engineers Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
Muros Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
Mercury Manufacturing Co Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
British Aerotechnical Co Ltd (same—s.o. from Mar 21, 1932, to April 18, 1932)
J Cardash & Co Ltd (same—s.o. from Mar 14, 1932, to April 11, 1932)
General Accessories Co Ltd (same—s.o. from Mar 14, 1932, to April 18, 1932)
Walcot Trust Ltd (same—s.o. from Mar 14, 1932, to April 18, 1932)
Harold Elliott & Sons Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
M Hammett Ltd (same—ordered on Mar 21, 1932, to s.o. to come on with scheme of arrangement—liberty to restore if scheme not approved)
Fisher & Rosenbaum Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
A M Bozec Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
Georgette & Maynard Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)

City Woollen Co Ltd (same—s.o from Mar 21, 1932, to April 11, 1932)
Gerald Davies Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
J Jordan Ltd (same—s.o. from Mar 21, 1932, to April 11, 1932)
Edmiston Brothers Ltd (to wind up)
W Byk & Co Ltd (same)
General Tobacco Co Ltd (same)
R M C Textiles (1928) Ltd (same)
Bennet Burleigh Ltd (same)
Bolgar Oil Processes Ltd (same)
Southern Roadways Ltd (same)
Venezuelan Consolidated Oilfields Ltd (same)
J & M Scheddle Ltd (same)
Campoirette Ltd (same)
Cahill & Lloyd Ltd (same)
A J Graham Ltd (same)
Simco Products Ltd (same)
Artistic & Expert Building Co Ltd (same)
Perkins & Marmont Ltd (same)
Worship Trust Ltd (same)
Otomatic Home Service (London) Ltd (same)
Record Products Ltd (same)
T Band Ltd (same)
Platinum & Gold Concessions of Colombia Ltd (same)
Goldie Redburn Ltd (same)
Industrial & Commercial Co Vladimir Alexeew (same)
City Gown Manufacturers Ltd (same)
Berkshire Catering Co Ltd (same)
M Gumuchdjian Ltd (same)
Well Hall Ex Service Men's Social Club Ltd (same)
Bulmer Rayon Co Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930, to s.o. generally—liberty to restore)
John Smith & Sons (Brighouse) Ltd (to confirm reduction of capital)
Sheppey Motor Co Ltd (same)
R & W Hawthorn Leslie & Co Ltd (same)
Pinner & Willis Ltd (same)
Linley & Co Ltd (same)
Dargue Brothers Ltd (same)
Sporting & Dramatic Publishing Co Ltd (same)
A W Wills & Son Ltd (same)
Humber Tugs Ltd (same)
Parent Caterpillar Co Ltd (same)
British Cavity Brick & Tile Works Ltd (same)
Walter Sykes Ltd (same)
Harris Bros (Brierley Hill) Ltd (same)
Ashford Underwear Co Ltd (same)
M Jacoby & Co Ltd (same)
William Pepper & Co Ltd (same)
J H Buckingham & Co Ltd (same)
J Darnell & Son Ltd (same)
Consolidated Gold Fields of New Zealand Ltd (same)
United Premier Oil & Cake Co Ltd (same)
Fearnley Bros (1920) Ltd (same)
Grain Union Ltd (same)
East Oxford Constitutional, Hall Co Ltd (to confirm alteration of objects)
Newcastle United Football Co Ltd (same)
Molyneux Park Mansions Private Hotel Ltd (same)
Slate Slab Products Ltd (to sanction scheme of arrangement—ordered on Oct 13th, 1931, to s.o. generally—liberty to restore)
Dorricotts Ltd (to sanction scheme of arrangement)
Lake George Leases Ltd (same)
Thames Taxis Ltd (same)
Colchester Brewing Co Ltd (s. 155)
Queen's Club Garden Estates Ltd (s. 155)
Western Mansions Ltd (s. 155)
Metallic Seamless Tube Co Ltd (s. 155)
Chesterfield Tube Co Ltd
British Italian Banking Corporation Ltd (s. 155)
E W Rudd Ltd (to confirm reorganisation of capital)
Epsom Grand Stand Association Ltd (to substitute memorandum and articles for deed of settlement)
Mark Dawson & Son Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Robert Owtram & Co Ltd (to confirm reduction of capital and alteration of objects)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931, to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Bracebrough Spa Ltd (ordered on March 21st, 1932, to s.o. until after Judgment of Mr. Justice Luxmoore in action)
William Pretty & Sons Ltd

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (appln of Liverpool and London and Globe Insce Co Ltd—ordered on April 8, 1930, to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Quarterly Dividends Ltd (appln of Liquidator—s.o. from March 21st, 1932, to Oct 17th, 1932)
Aidall Ltd (appln of H.M. Attorney-General—ordered on Nov 2, 1931, to s.o. generally—liberty to restore)
Nigerian Power & Tin Fields Ltd (appln of E Cunningham—with witnesses—s.o. from Feb 11th, 1932, to April 11th, 1932)
Airedale Garage Co Ltd (Anglo South American Bank Ltd v The Company) c.a.v.
Arthur Goldberg Ltd (appln of Dudley Samuels and Co—with witnesses)
Connaught Motor & Carriage Co Ltd (appln of Liquidator—ordered on March 22nd, 1932, to s.o. to Easter Sittings, appln to be made to fix a day—retained by Mr. Justice Eve)
Vocalion (Foreign) Ltd (appln of Liquidator)
Same (appln of Liquidator)
Same (appln of Bank of New South Wales)
Armitage Brothers Huddersfield Ltd (appln of Liquidator)

Mr. Justice Clauson and Mr. Justice Maugham.

CHANCERY DIVISION.

Witness List. Part I.

Whittall v Administrator of German Property (s.o. for Attorney-General)
Chosidow v The Henry Trust Ltd
Bell v Clark
Smith v Smith
Gould v Kerman (not before April 15)
Lavy v Apostal
Blay v Beebee
Heytesbury v Devonport (not before April 14)
Beyfus v Joslowite
Root v Edwin
Bignall v Sandford
Farquharson v Telfer
Duveck v Cohen
Davis v Leston Bros Ltd
Re Lomer Shaw v Lomer (with witnesses)
Re Elsey Leivers v Carver (not before April 19)
General Publishing Syndicate Ltd v Seward
Fruit Products Ltd v Griggs
Re Philipps' Charitable Trusts Philipps v Attorney-General
Levens v Spanton
Cadogan v Boys
Gibbs v Sorbo Rubber-Sponge Products Ltd
Bundey v Seabrook
Glassner v Pearl
British Legion v Elliott
A C Harris & Co Ltd v Uglow
Morris v Adams
Fox's Glacier Mints Ltd v Jollings
Prentice v Parrish
Greenbaum v Zolowsky
Bayley v Benjamin
Curtis v Curtis
Standring v Grace
Re Holcroft Holcroft v Walshaw
Re Hawker Millings v Hawker (with witnesses)
C C Wakefield & Co Ltd v Humphreys
O'Neill v Lindner
Fitzgerald v Ferris
Benson v Eastwoods Ltd
Re Ongley Curtis-Bennett v Radford (with witnesses)
The Cleadon Trust Ltd v Ellis
Scott v Sedgwick Weall & Beck
Winkle v Robinson
Re Gaze Gaze v Kendrick
Re Roe Roe v Roe (with witnesses)
Brown v Page

Mr. Justice Luxmoore and Mr. Justice Bennett.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice Luxmoore.

For Judgment.

Witness List. Part I.

Gee v Harwood

For Hearing.

Retained Matters.

Bradstreets British Ltd v Mitchell pt hd (fixed for April 5)
Re Bell's Will Trusts Jackson v Morris

Assigned Matters.

Re Mills & Morris Letters Patent Re Patents & Designs Acts 1907-1919 (fixed for April 6)
Re Eveno's Patent Re Patent & Designs Acts 1907-1928 (fixed for April 7)

Short Causes.

Francis Napier (London & Paris) Ltd (in Liquidation) v Lister (s.o. to April 12)
Re R.M.C. Textiles (1928) Ltd The Anglo South American Bank Ltd v The Company

Before Mr. Justice Bennett.

For Judgment.

Witness List. Part I

Peckman v Bennett

For Hearing.

Retained Matters.

Re Weston Pleass v Everleigh pt hd
Heyder v Hopkinson

Short Cause.

Re R.M.C. (Silks) Ltd Anglo South American Bank Ltd v The Company

Procedure Summonses.

The Cunard Steamship Co Ltd v The Oceanic Steam Navigation Co Ltd (to come on with motion)
Wisconsin Alumni Research Foundation v Hickman
Wright v The Sunday Express Ltd

Adjourned Summonses and Non-Witness List.

Re Mansfield Mansfield v Mansfield
Re Mansfield's Settlement Boothroyd v Mansfield
Banque Monod v Madlener
Re Dixon-Johnson Dixon-Johnson v Dixon-Johnson
Re Roberts Dodd v Minshall
Re Bean Bean v Bean
Re Forrest Maude v Carr
Re Evans Evans v Evans
Re Cox Snell v Boon
Re Horn Chitty v Chitty
Re Coote Ogilvie v Kerr
Re Graham Westmorland v Graham-Bowman
Re Parkin Parkin v Parkin
Re Beecham Beecham v Moore
Re Same Same v Same
Re Nathan Public Trustee v Nathan
Re Hocken Prescott v Northen
Re Lingner Public Trustee v Morten-Humbert
Re Jervoise's Settled Estate Jervoise v Jervoise
Re Hewitt Hewitt v Fawcett
Re Hyland Barnes v Hyland
Re Godfrey Lloyds Bank Ltd v Royal Exhange Assurance
Re Rigby Broad v Broad
Re Ogden Ogden v Townend
Re Williams Parry v Powell
Re Same Same v Same
Re Stotesbury Midland Bank Executor and Trustee Co Ltd v Hall
Re Dexheimer Reynolds v Schlienger
Re Prideaux Herbert v Evans
Re de Trafford's Settlement Trusts and Re de Trafford Estate Acts 1904 and 1914 Bretherton v de Trafford
Re Jones Williams v Williams
Re Snow Dryden v Whitty
Re Crawford's Settlement Crawford v Bartlett
Re Hind Bernstone v Montgomery
Re Dougall's Settlement Dougall v Jay
Re Duberly Russell v Duberly
Re Arnold Arnold v Hobinstock
ReJones Jones v Pickett
Re a Solicitor Re Taxation of Costs
Re Ferrier Westminster Bank Ltd v Governesses' Benevolent Institution
Re Williams Skidmore v Williams
Re Caillard Glyn Mills & Co v Caillard (restored)

Re Fless Atwell v Atwell
Re Morton Grainger v King
Re Anderson Fox v Anderson
Re Llewellyn's Will Trusts Re The Settled Land Act 1925 and Re The Trustee Act 1925
Re Castle's Settlement Seligman v Levy
Re Rogers Clayton v Rogers
Re Glover Dowson v Dowson
Re Whitehead Binns v Whitehead
Re Roumanian Consolidated Oilfields Ltd Agreements Manville v Rutherford
Re Wilmer Barclays Bank Ltd v Shaw

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 21st March, 1932.

APPEALS from County Courts to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Re a Debtor (No. 9 of 1932) Expte The Debtor v The Petitioning Creditors, Messrs Shepherd & Hough, Dordon Brick Company and The Official Receiver
Re Sykes F Expte The Cloghran Stud Farm Co v The Trustee
Re a Debtor (No. 5 of 1932) Expte The Debtor v The Petitioning Creditors and The Official Receiver

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Katz, J.A. Expte The Trustee v J A Katz
Re Horne, H S Expte G D Pepys, Liquidator of Associated Anglo Atlantic Corporation v The Trustee
Re Schultz, C M Expte The Trustee v L Feld
Re Drake, W Expte A E H Green v The Trustee
Re Drake, W Expte Overroads Luxury Travel Coaches (1930) Ltd v The Trustee
Re Osborn, R E Expte The Trustee v The Bankrupt
Re Riddell, A H O Expte The Trustee v P C O Riddell, G de Bec Turtle, A B Riddell (femme sole) F E O Riddell (an infant) and R P F Riddell (married woman)
Re Barnard, W H Expte Martins Bank Ltd v The Trustee & George White, pt hd
Re Barnard, W H Expte D H Barnard v The Trustee, pt hd
Re Barnard, W H Expte H B Barnard and Sons v The Trustee, pt hd

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

The King v Boatman Esq and ors Jj of the Peace for County of Essex (expte Kilford) (pt hd L.C.J., Acton, Hawke, JJs)
The King v Moss & anr (expte Kilford) (pt hd L.C.J., Acton, Hawke, JJs)
The King v Southern Railway (expte Nield)
Twynham v Badcock
The King v Sir A Spurgeon & ors Jj for Surrey (expte Rush)
Grant v Harriman
Exors of Thomas Long, dec v Corporation of Derby
Ladies Hosiery & Underwear Ltd v Assessment Committee for the West Middlesex Assessment Area
Snell v Champion
Mayor &c of Ilford v Mallinson & ors
Trafalgar Advertising Co Ltd v Veit
British Non-Ferrous Metals Research Assoc v Mayor &c of St. Pancras
Milne v Ellis
Hampton v West Cannock Colliery Co Ltd & anr
Bright v Ashfield
Ocean Accident & Guarantee Corp Ltd & anr v Cole
Premier Line Ltd v Harry Cullen
Bennett v Carter
Roos v William Eaves & Co Ltd
Same v Same
Beck v Solicitor Board of Trade
Goodchild v Same
Wolfinden v Oliver
Payne v Allcock
Barker v Wood
Gibroy v Dixon
Clarke v Schall & Son Ltd
The King v Robinson & ors (expte Grantham & anr)
Sharman v Davidson & anr
The King v Judge Clements (expte Horridge)
Union Cold Storage Co Ltd v The Assessment Committee of the Metropolitan Borough of Southwark
Same v The Assessment Committee of the Metropolitan Borough of Lambeth
Marshall & anr v Mayor &c Blackpool
The King v Keepers of the Peace and Jj for the parts of Lindsay (expte West)
Hill & anr v Mayor &c of Aldershot
Barry West End Labour Club & Institute Ltd v Barry Area Assessment Committee
Edge v Edwards (Restated)
S W Arnold & Son Ltd & ors v Price
The King v R Jefferson, Esq & ors Jj of Cumberland and anr (expte Meagan)
Bell v Watson
St James & Pall Mall Electric Light Co Ltd v Assessment Committee of City of Westminster & anr
Young v Edward Curran & Co Ltd
Christmas v Met Boro of Lewisham
The King v Keepers of the Peace and Jj of the County of London (expte Shoreditch Assessment Committee)
The King v Keepers of the Peace and Jj of the County of London (expte Shoreditch Assessment Committee)
Whitwell v Shakesby
Same v Same
In re a Solicitor
Best v Butler & anr
Hammond v Tarren
In re Wheat
Burt v Wilson
Council of County Borough of Merthyr Tydfil v Council of Administrative County of Glamorgan
Same v Same
Same v Same
Staffordshire Potteries Water Board v Cook
Trout v Mason
Bryant v Marx
Abercromby v Morris
Council of the Administrative County of Glamorgan v Lord Mayor, Aldermen and Citizens of the City of Birmingham
White v Fox & anr

CIVIL PAPER—For Hearing.

Robins v Heckman (Wandsworth County Court)
George v Roberts (Caernarvon County Court)
George Edwards & Sons Ltd v Perliman Fea & Co Ltd (Alfreton County Court)
Nuneaton Gas Coy v Maclaurin Fuel Oil & Gas Co Ltd
Norfolk v Solomons (Folkestone County Court)
Wirral Estates Ltd v Ferryman (Woolwich County Court)
Same v Parfett (Woolwich County Court)
Maple & Company Ltd v Leljonhufirid
Ringer v Ruck and anr
Cooper & Layman Ltd v G N Reeves Ltd
Thomas & Jones v Jones
Debenhams Ltd v Moody & ors
Creed v Wright (West London (Brompton) County Court)
Crocker & anr v Smart (Reading County Court)
Black v Algar (West London (Brompton) County Court)
Bonn v Fisher (Marylebone County Court)
Turner v Scotscakes Ltd (Westminster County Court)
The Principal &c of Jesus College, Oxford v Morgan (Carmarthen County Court)
Queen Anne's Bounty v Ferridge (Ashford County Court)
Same v Richards (Same)
Same v Crump (Same)
Same v Doust (Same)
Same v Hooker (Same)
Wood v Bernstein (Edmonton County Court)
Mariani v de Dampierre (Westminster County Court)
Baker v E Longhurst & Sons Ltd (Dorking County Court)
Pomeroy v Windolite Ltd & anr
Knollys v Shorland (Westminster County Court)
Rekstin v Severo Sibirsko Gosudarstrennoe Akcionernoe Obschestro Komseverputy (Bureau), Judgment Debtors, Bank for Russian Trade Ltd, Garnishees
Boxall v Farley (Redhill County Court)
Jones & anr v The L C C (Southwark County Court)
Adams v Bierley
Sutton v Dorf (Shoreditch County Court)
The Council of the Pharmaceutical Society of Great Britain v Brown (Brentford County Court)
Giddings v Jakins (Luton County Court)
Underfeed Stoker Co Ltd v Vickers Boiler Co Ltd
Denby v Pullar (West London County Court)
Harrison v Gratrix (Salford County Court)
Fisher v Fallowfield & Knight Ltd (Whitechapel County Court)
Kidwell v Parlanti (Kingston County Court)
Hackney v Marsh (Wandsworth County Court)
Lerner v Wingfields Halse & Trustram (Moss, 3rd party) (Mayor's and City of London Court)
Robins v Macartney
Associated Component Manufacturers Ltd, Pltffs, and Cedos Saunders Engineering Co Ltd v F. A. Saunders & Co Ltd
Clark v Day (Windsor County Court)
Abrahams v City of London Real Property Co Ltd and Mayor &c City of London (Mayor and City of London Court)
Penrice v Appelbe & Morrison (Westminster County Court)
Barnard v Sully (Lambeth County Court)
Lawrence v Norris & Norris (Westminster County Court)
Council of the Pharmaceutical Society of Great Britain v Fuller (Aylesbury County Court)
Wyatt v Ballard (Tolzey Court of Bristol)
Arcos Ltd v London & Northern Trading Co Ltd
Hollington & anr v Freedman (Whitechapel County Court)
F R Absalom Ltd v Gt Western (London) Garden Village Society Ltd
F R Absalom Ltd v Gt Western Railway Co
Lovelock v East Kent Road Car Company (Canterbury County Court)
James v Audigier (Willesden County Court)
Wolfe v Senior (Cambridge County Court)
Mitchell & anr v Fitzjohn (Sheffield County Court)
Joel v Lawson (Ella A Lawson Ltd, Clmts) (Windsor County Court)
Henry v Lawson (Ella A Lawson Ltd, Clmts) (Windsor County Court)
Claxton v Bart-Newhill & Co (Mayor & City of London Court)
Clark & anr v Nicholls (Clerkenwell County Court)
Gelman v Tosh & Co Ltd (Mayor's and City of London Court)
Burnett & anr v Thompson (Sheffield County Court)
Ellis v O'Dell & anr (Willesden County Court)
Summers v Gentle
Malony v St Helens Industrial Co-operative Society Ltd (St Helens County Court)
Voller v Lentt (Lambeth County Court)
Automotor Finance Ltd v T H Saunders & Son (Southampton County Court)
Focke McKerrow & Co Ltd v United Shipping Co Ltd (Mayor's and City of London Court)
Chapman v Hawkins (Bodmin County Court)
Stephens v Harris (Bristol County Court)
E Meyer & Co v Oetron Ltd
Oliver & anr v The Birmingham & Midland Motor Omnibus Co (Birmingham County Court)
King v Barton (Westminster County Court)
R E & J E Pritchard v Berger (Willesden County Court)
Freestone v Hill (Glossop County Court)
Curzon v Sound Wave Publications Ltd (Shoreditch County Court)
J Crosby & Co Ltd v Warshawski & anr (Mayor's and City of London Court)
Thornhill Sawmills & Joinery Co Ltd v Hammond & Barr Ltd
Donovan & anr v Union Cartage Company Ltd (Bow County Court)

SPECIAL PAPER.

Hain Steamship Co Ltd v Sociedad Anonima Commercial De Exportacion e Importacion (Louis Dreyfus & Cia) Lda (Cmml April 15)
N V Houthandel Voorheen Altius & Co of Amsterdam v London & Northern Trading Co Ltd
Motor Union Insurance Co Ltd v Manheimer Versicherungsgesellschaft (Cmml June 2)
Britain Steamship Co Ltd v Donugol of Charkoff

APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

In re Bowman v South Shields (Thames Street) Clearance Order 1931
In re Petterson v Same
In re Vasey & ors v Same
In re Kyles & anr v Same
In re Carlberg & anr v Same

APPEAL UNDER THE NATIONAL HEALTH INSURANCE ACT, 1924.

In the matter of an application by Ethelbert Hadyn-Dawson

MOTION FOR JUDGMENT.

Gillies v Sheehan

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
F Potter (H M Inspector of Taxes) and Eleanor Mary Elloart, Admix of Estate of R E Elloart, dec
Card Clothing & Belting Ltd and A E West (H M Inspector of Taxes)
W P Shipway (H M Inspector of Taxes) and Joseph Skidmore
G Monro and R S Cobley and P F Bailey (H M Inspector of Taxes)
J Wild (H M Inspector of Taxes) and Madame Tussaud's (1926) Ltd
R W Osler (H M Inspector of Taxes) and Hall & Company (a firm)
Alexander Drew & Sons Ltd and Commrs of Inland Revenue
The Thomas Marthyr Colliery Co Ltd and C Davis (H M Inspector of Taxes)
Fiat (England) Limited and Percy Williams (H M Inspector of Taxes)
G W Allen (H M Inspector of Taxes) and Farquharson Bros & Co
Oxwald Tillotson Ltd and Commrs of Inland Revenue
The European Investment Trust Co Ltd and W S Jackson (H M Inspector of Taxes)
The Honourable Company of Master Mariners and Commrs of Inland Revenue
T W Hirst and Commrs of Inland Revenue

PETITION UNDER THE LICENSING (CONSOLIDATION) ACT, 1910.

Edward John Wilkinson and anr and The Commrs of Inland Revenue

DEATH DUTIES—Showing Cause.

In the Matter of John William Atkinson, dec
In the Matter of George Ell North, dec
In the Matter of Annie Sharp, dec
In the Matter of George Bone, dec

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that Sir SIDNEY ARTHUR TAYLOR ROWLATT, K.C.S.I., be sworn of His Majesty's Most Honourable Privy Council on his retirement from the office of a Justice of the High Court of Justice.

His Majesty has also been pleased to approve that the honour of Knighthood be conferred on Mr. RAYNER GODDARD, K.C., on the occasion of his appointment to be a Justice of the High Court of Justice in succession to Sir Sidney Rowlatt.

The King has been pleased to approve recommendations of the Home Secretary that Mr. JOHN KYRLE FREDERICK CLEAVE be appointed Recorder of Tiverton, to succeed the late Sir Trehawke Kekewich; and that Mr. JAMES WILLOUGHBY JARDINE, K.C., be appointed Recorder of Leeds to succeed the late Mr. E. A. Mitchell-Innes, K.C.

The Lord Chancellor has appointed Mr. C. W. MARSHALL to be the Registrar of the County Court of Suffolk, held at Halesworth and Saxmundham.

The Lord Chancellor has appointed Mr. N. R. STONE to be the Registrar of the County Court of Kent, held at Tunbridge Wells.

The Lord Chancellor has appointed Mr. P. M. C. HAYMAN to be the Registrar of the County Courts of Lancashire, held at Colne and Nelson and Rawtenstall.

The Lord Chancellor has appointed Mr. B. W. MOORE to be the Registrar of the County Court of Derbyshire, held at Ashborne.

Mr. G. F. DARLOW, B.A., LL.B., Senior Assistant Solicitor to the Norwich Corporation has been appointed Deputy Town Clerk of Wolverhampton.

Mr. JOHN EDGAR ARNOLD JAMES, Deputy Town Clerk and Solicitor to Rhondda Urban District Council, has been appointed Deputy Town Clerk in Finsbury.

Major CECIL W. BELL, solicitor, of Bourne, has been appointed Coroner for Stamford and district, in succession to Mr. Godfrey Phillips, of Stamford, resigned.

Wills and Bequests.

Mr. Herbert Rolfe, F.R.C.O., barrister-at-law, of Purley, left £5,593, with net personalty £5,330.

Mr. William Thomas Waller, solicitor, of Richmond, Surrey, left £5,346, with net personalty £5,305.

INNS OF COURT LECTURES.

During the present educational term at the Inns of Court the Readers and Assistant Readers of the Council of Legal Education will lecture on the subjects of the Bar Examination. The lectures will be delivered in the lecture rooms at Gray's Inn, beginning on Tuesday, 5th April. Prospectuses may be obtained from the Secretary to the Council of Legal Education, 15, Old-square, Lincoln's Inn, W.C.2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (17th March, 1932) 3½%. Next London Stock Exchange Settlement Thursday, 21st April, 1932.

	Middle Price 6 April 1932.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	94¼	4 4 10	—
Consols 2½%	60½	4 2 8	—
War Loan 5% 1929-47	102⅝	4 17 7	—
War Loan 4½% 1925-45	102	4 8 3	4 6 1
Funding 4% Loan 1960-90	96xd	4 3 4	4 3 8
Victory 4% Loan (Available for Estate Duty at par) Average life 31 years	97⅛	4 2 1	4 2 9
Conversion 5% Loan 1944-64	105⅞xd	4 14 7	4 13 1
Conversion 4½% Loan 1940-44	102¾	4 7 7	4 4 0
Conversion 3½% Loan 1961	84	4 3 4	—
Local Loans 3% Stock 1912 or after	69¾	4 6 0	—
Bank Stock	275	4 7 2	—
India 4½% 1950-55	92	4 17 10	—
India 3½%	66½	5 5 2	—
India 3%	57⅝	5 4 4	—
Sudan 4½% 1939-73	99½	4 10 5	4 10 6
Sudan 4% 1974	93½	4 5 6	4 6 11
Transvaal Government 3% 1923-53 (Guaranteed by British Government.)	86xd	3 9 9	4 0 2
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 5 1
Cape of Good Hope 4% 1916-36	96	4 3 4	4 10 10
Cape of Good Hope 3½% 1929-49	82½	4 4 10	5 0 3
Ceylon 5% 1960-70	104	4 16 2	4 15 3
Commonwealth of Australia 5% 1945-75	90½	5 10 6	5 11 8
Gold Coast 4½% 1956	99	4 10 11	4 11 5
Jamaica 4½% 1941-71	99	4 10 11	4 11 2
Natal 4% 1937	97	4 2 6	4 13 9
New South Wales 4½% 1935-45	73	6 3 6	7 14 10
New South Wales 5% 1945-65	74½	6 14 2	6 19 10
New Zealand 4½% 1945	89½	5 0 7	5 13 7
New Zealand 5% 1946	99	5 1 0	5 2 0
Nigeria 5% 1950-60	104	4 16 2	4 14 11
Queensland 5% 1940-60	86½	5 15 7	5 19 11
South Africa 5% 1945-75	100½	4 19 6	4 19 5
South Australia 5% 1945-75	87½	5 14 3	5 15 10
Tasmania 5% 1945-75	89½	5 11 9	5 13 0
Victoria 5% 1945-75	86½	5 15 7	5 17 4
West Australia 5% 1945-75	88½	5 13 0	5 14 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	68	4 8 2	—
Birmingham 5% 1946-56	105	4 15 3	4 13 1
Cardiff 5% 1945-65	103	4 17 1	4 16 5
Croydon 3% 1940-60	72	4 3 4	4 17 8
Hastings 5% 1947-67	103	4 17 1	4 16 4
Hull 3½% 1925-55	84	4 3 4	4 13 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4 8 8	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	58	4 6 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	69	4 6 11	—
Metropolitan Water Board 3% "A" 1963-2003	70½	4 5 1	—
Do. do. 3% "B" 1934-2003	71	4 4 6	—
Middlesex C.C. 3½% 1927-47	89	3 18 8	4 10 9
Newcastle 3½% Irredeemable	76	4 12 2	—
Nottingham 3% Irredeemable	67xd	4 9 6	—
Stockton 5% 1946-66	103	4 17 1	4 16 5
Wolverhampton 5% 1946-56	103	4 17 1	4 15 7
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85½	4 13 8	—
Gt. Western Railway 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	77½	6 9 1	—
L. Mid. & Scot. Rly. 4% Debenture	80½	4 19 4	—
L. Mid. & Scot. Rly. 4% Guaranteed	70½	5 13 6	—
L. Mid. & Scot. Rly. 4% Preference	41½	9 12 10	—
Southern Railway 4% Debenture	81½	4 18 2	—
Southern Railway 5% Guaranteed	94½	5 5 10	—
Southern Railway 5% Preference	60½	8 5 4	—
*L. & N.E. Rly. 4% Debenture	73½	5 8 9	—
*L. & N.E. Rly. 4% 1st Guaranteed	63½	6 6 0	—
*L. & N.E. Rly. 4% 1st Preference	37	10 16 2	—

*The Prior Charge Stocks of the L. & N.E. Ry. are no longer available for Trustees under the heading of either Strict Trustee or Chancery Stocks as no dividend has been paid on that Company's Ordinary Stocks for the past year.